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County of Los Angeles
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHEN CHAPMAN,

Case No.: 24STCV27909
Dept: 40
Judge: Hon. Michael Shultz

Plaintiff,

**NOTICE OF HEARING BRIEF IN
ADVANCE OF 04/29/2025 MOTION
HEARING**

**HORACE MANN PROPERTY &
CASUALTY INSURANCE COMPANY, and
DOES 1-20, Inclusive**

*(Filed concurrently with Declaration of
Stephen Chapman and Request for Judicial
Notice.)*

Defendants.

Hearing Date: April 29, 2025
Time: 8:30 A.M.
Filed Concurrently: Motion to Strike NOR,
Hearing Brief, Declaration of Stephen
Chapman

TO THE HONORABLE COURT:

Executive Summary Background

Plaintiff Stephen Chapman respectfully **apologizes to this Honorable Court** for his non-appearance on **March 13, 2025**. The absence was not intended as a sign of disrespect toward the Court or the rule of law. Rather, it was a deliberate act grounded in a commitment to truth and justice. Plaintiff made the difficult decision to abstain from the hearing in order to spotlight the ongoing procedural manipulation and misrepresentation perpetrated by Defendant's counsel—both in this Court and in federal proceedings.

1 These counsels stood before this Court on March 13th and will again appear on April 29th,
2 despite having never perfected removal pursuant to 28 U.S.C. § 1446(d), nor filed any required
3 notice in State Court as mandated under California Code of Civil Procedure § 664.5 and Rule
4 3.650. Their ongoing litigation strategy reflects a pattern of disrespect for jurisdictional
5 safeguards, and their conduct has materially prejudiced Plaintiff.
6

7
8 To challenge these abuses and expose the fiction that jurisdiction was properly divested from the
9 State Court, Plaintiff stood on principle. As stated in the Plaintiff's Motion for Remand: "**Thus**
10 **shall not stand, though the heavens may fall.**" That remains the spirit and purpose animating
11 this filing.
12

13 Plaintiff now yields to this Honorable Court's jurisdiction, and respectfully prays the Court
14 consider the points of law and procedural evidence that exposes the Defendant's as they
15 appeared before this Court with the intent to mislead as outlined herein and below.
16

17
18
19 **I. THE DEFENDANTS WILLFUL MISAPPLICATION OF LAW – REBUTTED BY**
20 **THE TRUE AND CORRECT APPLICATION OF 28 U.S.C. § 1446(d)**¹
21

22 **The statute imposes a mandatory sequence of procedural acts**²
23
24

25 ¹ "Promptly after the filing of such notice of removal of a civil action the defendant
26 or defendants shall give written notice thereof to all adverse parties and shall file
27 a copy of the notice with the clerk of such State court, which shall effect the
removal and the State court shall proceed no further unless and until the case is
remanded."

28 ² (1) filing the notice of removal in the U.S. District Court;
(2) providing written notice to all adverse parties; and
(3) filing a copy of the notice with the clerk of the state court.

1 **Removal is not effectuated until all three**³ of these requirements have been fulfilled. *See*
2 *controlling case law: Regents of Univ. of Cal. v. Gen. Refractories Co.*, No. C 10-04305 WHA,
3 2011 WL 1459068, at *2 (N.D. Cal. Apr. 15, 2011) (“Failure to file the notice of removal with
4 the state court deprives the federal court of jurisdiction.”) –
5 (Emphasis on **controlling**).

6
7 Defendants failed to filed the NOR before the 30-day statutory deadline which expired
8 December 8th – Pacer Metadata reveals that they only started the case opening process on
9 December 6th, 2024 at 5:08 PM – however, deficiencies prevented their case from processing
10 until December 11, 2024 – missing the deadline and forcing removal and jurisdiction ever
11 since...

12
13 Proving that the statute does not authorize partial compliance to trigger jurisdiction. The present
14 dispute illustrates why Congress required completion of the full procedural sequence: failure to
15 do so invites precisely the kind of jurisdictional conflict and confusion at issue here. Because
16 Defendant's Notice of Removal (“NOR”) was facially defective, the removal never became
17 effective, and jurisdiction did not properly transfer to this Court.

18
19 Contrary to Defendant’s assertions—and as reflected in the Court’s tentative order—there is no
20 evidence that Defendant timely filed the NOR with the state court. The only filing in the state
21 court record is dated **January 7, 2025**, more than a **month after** the federal NOR was filed on
22 **December 6, 2024**, rendering it untimely under § 1446(d). Notably, the state court record bears
23 **no concurrent file-stamp** from December 6, 2024, nor any indicia of proper or prompt filing.
24
25
26

27
28 ³The statute imposes a strict sequence, and *jurisdiction does not transfer* until all three acts
are satisfied. See *Regents of Univ. of Cal. v. Gen. Refractories Co.*, No. C 10-04305 WHA, 2011 WL
1459068, at *2 (N.D. Cal. Apr. 15, 2011) (“Failure to file the notice of removal with the state
court deprives the federal court of jurisdiction.”); *Lockyer v. Dynegy, Inc.*, 375 F.3d 831, 838
(9th Cir. 2004). A NOR that is not concurrently filed in state court is a legal nullity. The
moment of effectuation arises only when the last procedural prong is completed. Anything less
renders the removal void ab initio, and jurisdiction remains vested in the state court.³

1 The Defendant's argument—and the Court's tentative ruling—rests on a misapprehension of the
2 statutory terms "removal" and "removed." Respectfully, the Court appears to overlook that these
3 terms presuppose the **completion of all three procedural acts** outlined in § 1446(d). Merely
4 filing the NOR in federal court is insufficient; the statutory concept of "removal" requires full
5 compliance with each prerequisite before jurisdiction can be divested from the state court and
6 vested in the federal forum.
7

8 Furthermore, the Court has not accounted for the safeguard and guiding principle codified in
9 **California Code of Civil Procedure § 396(b)**, which prohibits further proceedings in the state
10 court **until** a notice of removal is **properly filed** therein. The absence of any such filing on or
11 before December 6, 2024, constitutes a **fatal procedural defect**. Defendant's eventual January 7,
12 2025, filing does not cure this error, as it fails to satisfy the requisite **contemporaneity**
13 demanded by both federal and state law.
14

15 To exacerbate matters, Defendant only emailed Plaintiff with an **unfiled copy** of the state court
16 NOR previously promulgated as properly served by the Defendant, they've since tried to
17 backtrack on that, therefore admitting the email was strictly courtesy and not properly served —
18 an act that does not meet service requirements under the California Rules of Court and
19 underscores Defendant's habitual disregard for procedural mandates. This pattern of informal
20 and delayed service reflects an ongoing belief that Defendant is above compliance with statutory
21 safeguards and civil procedure norms.
22
23
24

25
26 **II. MISCHARACTERIZATION OF CASE LAW AND PROCEDURAL MISCONDUCT**
27
28

Defendant cites **Spanair S.A. v. McDonnell Douglas Corp.**, 172 Cal.App.4th 348, 351 (2009), for the proposition that state courts are divested of jurisdiction upon **removal**⁴. However, **Spanair** presumes **proper removal**¹ under § 1446(d)¹, which did not occur here. In the absence of proof that the notice was concurrently filed with this court on or about December 6, 2024, **Spanair** does not control.

Additionally, in **California ex rel. Lockyer v. Dynege, Inc.**, 375 F.3d 831, 838 (9th Cir. 2004), the Ninth Circuit reaffirmed that federal jurisdiction does not attach unless and until the procedural requisites of removal have been strictly complied with.

Defendant's belated January 7, 2025, filing, absent any contemporaneous certification or clerk stamp, coupled with the admission that the SAC was received prior to that date, confirms a bad-faith strategy to delay and obstruct Plaintiff's claims.

It is anticipated that Defendant will attempt to rely upon their prescribed misinterpretation of 28 U.S.C. § 1446(d)¹ to support its position. However, this only further proves that Defendant has successfully manipulated both forums into denying the procedural and factual reality—that removal was never properly effectuated. The record shows that the Defendant appeared in state court **unopposed** on March 13, 2025, and we are again before this Court on April 29, 2025. To now suggest that this Court lacks jurisdiction, despite Defendant's participation in these proceedings, is not only demonstrably false but **boards upon cognitive dissonance**.

⁴ The statutory term "removal/Removed" as used in 28 U.S.C. § 1446(d) must be construed in its full procedural context, not in isolation. The phrase "shall effect the removal" refers to the completion of a statutory tripartite (3 step) sequence; Only upon satisfaction of all three prongs does removal become jurisdictionally operative. Misinterpreting "removed" to mean "filed" contravenes the plain meaning, structure, and judicial interpretations of the statute.

1 **III. COURT'S INHERENT POWER TO DETERMINE JURISDICTION AND**
2 **PROCEDURAL VALIDITY**

3
4 Plaintiff respectfully contends that this court retains jurisdiction to determine whether removal
5 was properly effectuated. The Superior Court's authority is not divested, as demonstrated by the
6 defendant's live case law appearances on 3/13/2025 and 4/29/2025 **as the State demonstrates**
7 **jurisdictional authority** to hear the moving party's argument to strike the invalid Notice of
8 Removal purported by the Defendants under false pretenses and to confer joinder of the named
9 Defendant – an indispensable party, as pled by the Plaintiff on 01/03/2025 and 01/06/2025;
10 Pruitt's involvement supported by documentary evidence that proves Raymond Pruitt to be a
11 indispensable and necessary party – which the Court added Mr. Pruitt to the Docket and
12 scheduled the Motion hearing on **03.13.2025 to grant leave and join Mr. Pruitt** – which all
13 occurred prior to the Defendant's failure to serve Answer on the Plaintiff and before serving their
14 conjured up into conception Notice of Removal, as we now know it to be; therefore, equitable
15 tolling must be enforced upon the proceedings by this Court to right the wrongs imposed by the
16 defendants. The presence of the forum defendant before any valid acts from the defendants
17 divests their presumptive federal jurisdiction and defeats diversity though none ever existed.
18
19
20
21

22 **IV. MOTION TO STRIKE DEFENDANT'S ANSWER FOR DEFECTIVE SERVICE**
23 **AND INSUFFICIENCY**

24 Plaintiff respectfully moves this Court, pursuant to Code of Civil Procedure §§ 435 and 436, to
25 **strike the Defendant's purported Answer filed on or about December 5, 2024, on the**
26 **grounds that the pleading was never properly served in accordance with governing law and**
27 **is therefore procedurally void.**
28

1 Pursuant to Code of Civil Procedure § 1010.6⁵ and California Rules of Court, Rule 2.251,
2 service by electronic means is only valid if the receiving party has affirmatively consented
3 to electronic service. In this matter, Plaintiff never consented to electronic service under
4 Rule 2.251(b)(1)(A), nor was any valid Proof of Service attached to the Defendant's Answer
5 as required by Rule 3.1300(c). Rather, Defendant merely transmitted an informal, unfiled copy
6 via email, retrospectively falsely denominated as a "courtesy copy."
7

8 No certificate or declaration of service was executed in compliance with California Rules of
9 Court, Rule 2.300 et seq., nor was the Answer ever served by mail under CCP § 1013.
10

11 Consequently, the Answer is void ab initio, and no responsive pleading has been validly
12 submitted.

13 Because no Answer was effectively served, Plaintiff's Second Amended Complaint (SAC)—
14 previously lodged with the Court prior to the attempted removal—should be deemed the
15 operative pleading under Code of Civil Procedure § 472, which permits amendment
16 without leave when no responsive pleading is on file.
17

18 To the Defendant's credit, conversely at the expense of their argument, Plaintiff respectfully
19 reasserts the right to amend the complaint. Although one amendment as a matter of course was
20 already exercised under Code Civ. Proc. § 472, a motion for leave to amend—calendared in
21 good faith to add indispensable forum defendant Raymond Pruitt—was pending before this
22 Court when Defendant purported to remove the case. The attempted removal was never perfected
23
24

25 ⁵ California Code of Civil Procedure Section 1010.6(a)(2) governs the conditions under which
electronic service, such as via email, is permitted:

- 26 • For cases filed before January 1, 2019, electronic service is authorized only if the
recipient has agreed to it or the court has issued an order permitting it.
- 27 • For cases filed on or after January 1, 2019, electronic service requires express consent
from the recipient or a court order.

28 Express consent can be given through a notice filed with the court or via electronic means
provided to the court or its filing service provider, along with the recipient's electronic
address. Importantly, participating in electronic filing does not automatically grant consent for
electronic service.

under **28 U.S.C. § 1446(d)** and was filed in bad faith to preempt the joinder of a non-diverse party and defeat this Court's jurisdiction. No responsive pleading was ever properly served, and the Plaintiff's Second Amended Complaint had already been submitted and lodged with the Court. Pursuant to **CCP §§ 473(a)(1) and 396(b)**, and in the interest of justice, this Court may and should recognize the SAC as the operative pleading, nunc pro tunc, and proceed accordingly. Any denial of this right would amount to prejudicial deprivation of due process caused solely by Defendant's procedural misconduct.

IV. Request for Entry of Default

Accordingly, Plaintiff moves the Court to strike Defendant's Answer and enter Defendant's default, as no valid responsive pleading is before the Court. **Defendant's repeated failure to comply with the Rules of Court, Local Rules, and fundamental due process obligations evidences a pattern of gamesmanship and procedural abuse, warranting sanctions and judicial scrutiny.** Such brazen disregard for procedural norms and the integrity of court proceedings should not be rewarded. Rather, it should be met with firm corrective action in the interest of justice and efficient case management.

IV. CONCLUSION AND REQUEST FOR RELIEF

Plaintiff requests that the Court:

1. **Strike Defendant's Answer**
2. **Enter Default**
3. **Take judicial notice** under Evidence Code §§ 452(c), 453 of the absence of a valid December 6, 2024, filing in the state court.

- 1 4. ***Reject the Defendant's misapplication of 28 U.S.C. § 1446(d) and strike the Notice of***
- 2 ***Removal as ineffective.***
- 3
- 4 5. **Recognize the Second Amended Complaint (SAC) as the operative pleading.**
- 5
- 6 6. **Remand this case to state court** for further proceedings.
- 7
- 8 7. **Exercise its inherent authority under CCP § 128(a)** to evaluate whether the conduct of
- 9 defense counsel warrants independent review, referral, or other appropriate action, based
- 10 on the misrepresentations made to this Court and the prejudice caused thereby.

11 Executed this 2nd day of April, 2025, in Los Angeles, California.

12 ~~Stephen Chapman~~, In Pro Per

13 **STEPHEN R. CHAPMAN**

14 Pro Se Plaintiff

15 7917 Selma Avenue, Unit 336

16 Los Angeles, CA 90046

17 Phone: (619) 550-7543

18 Email: stefinchapman@outlook.com

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1 **Stephen Chapman**
2 **7917 Selma Ave 336**
3 **Los Angeles CA 90046**
4 **619-550-7543**
5 **StefinChapman@outlook.com**
6 **Plaintiff Pro Se**

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8
9 **FOR THE COUNTY OF LOS ANGELES**

10 **STEPHEN CHAPMAN,**
11 **Plaintiff,**

Case No.: 24STCV27909
Judge: Honorable Michael Shultz
Department 40

12
13 **HORACE MANN PROPERTY &**
14 **CASUALTY INSURANCE COMPANY, and**
15 **DOES 1-20, Inclusive**

**DECLARATION OF STEPHEN
CHAPMAN**

*(Filed concurrently with Plaintiff's Notice of
Hearing Brief and Request for
Judicial Notice)*

16 **Defendants.**

Motion Hearing Date: 04/29/2025

17 I, Stephen Chapman, declare as follows:
18

- 19 1. I am the Plaintiff in this matter, representing myself in propria persona. I submit this
20 declaration in support of my concurrently filed Notice to State Court concerning my
21 Motion to Strike the Notice of Removal, Recognize the Second Amended Complaint as
22 the Operative Pleading, and Remand to State Court. I have personal knowledge of the
23 facts set forth herein and, if called to testify, could and would competently testify thereto.
24
25 2. On or about March 13, 2025, I did not appear at the hearing calendared in this action. My
26 absence was not due to indifference or disrespect toward the Court, but rather a strategic
27 and principled decision made to expose and document the procedural manipulation and
28

1 material misrepresentations being executed by defense counsel before both this Court and
2 the United States District Court.

- 3
- 4 3. Defense counsel failed to properly and contemporaneously file a Notice of Removal in
5 this Court pursuant to 28 U.S.C. § 1446(d) and California Code of Civil Procedure §
6 664.5. The Notice of Removal was not filed in the state court until January 7, 2025—over
7 a month after the purported federal removal occurred on December 6, 2024.
- 8
- 9 4. On multiple occasions, including most recently with respect to service of a Notice of
10 Ruling, Defendant has served me with **unfiled courtesy copies** that do not reflect any
11 conformed filing or proper certificate of service under California law. These incomplete
12 and informal service attempts illustrate a consistent pattern by Defendant of acting
13 outside the bounds of the procedural rules that govern this Court.
- 14
- 15 5. The records herein and that of the State’s affirms that I submitted my Second Amended
16 Complaint on December 10, 2024, and again on December 13, 2024, prior to the date of
17 any valid removal; moreover, arguments made therein are already on record as filed on
18 01/03/2025 and 01/06/2025, thereby naming Raymond Pruitt – demonstrated as a
19 Defendant on this Court’s Docket.
- 20
- 21 6. I respectfully urge this Court to review Defendant’s conduct in light of its inherent
22 authority under Code of Civil Procedure § 128(a), as well as under the Business and
23 Professions Code § 6068. While I do not seek formal disciplinary findings within this
24 motion, I believe the record plainly supports the need for independent scrutiny, including
25 possible referral for ethical misconduct.
- 26
- 27 7. I reaffirm my commitment to this Court’s jurisdiction and to the principles of equity,
28 procedural integrity, and accountability under California law.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct.
3

4 Executed this 2nd day of April, 2025, in Los Angeles, California.
5

6 ~~Stephen Chapman~~, In Pro Per


7 **STEPHEN R. CHAPMAN**

8 Pro Se Plaintiff

9 7917 Selma Avenue, Unit 336

10 Los Angeles, CA 90046

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Stephen R. Chapman
Plaintiff, In Pro Per
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UPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

STEPHEN CHAPMAN,
Plaintiff,

Case No.: 24STCV27909
Dept: 40
Judge: Hon. Michael Shultz

v

REQUEST FOR JUDICIAL NOTICE
Evidence Code § 452(c)(d); 453

HORACE MANN PROPERTY & CASUALTY
INSURANCE COMPANY, and DOES 1-20,
Inclusive

Defendants.

Hearing Date: April 29, 2025
Time: 8:30 A.M.
Filed Concurrently: Motion to
Strike NOR, Hearing Brief,
Declaration of Stephen Chapman

I. FACT FOR WHICH NOTICE IS REQUESTED

That the Notice of Removal filed in U.S. District Court on December 6, 2024 (Case No. 2:24-cv-10546-MWF-BFM, ECF No. 1), was not filed with this Court on or around the same date, and that no such filing appears in the State Court docket until January 7, 2025, a full month later.

REQUEST FOR JUDICIAL NOTICE - 1

1
2 **II. BASIS FOR REQUEST**

3
4 This absence is capable of immediate and accurate determination by
5 resort to:

- 6 1. The official docket in this case, maintained by the Los Angeles
7 County Superior Court, and
8 2. The official PACER record of the related federal matter.
9

10
11 Judicial notice is proper pursuant to:

- 12 - **Evidence Code § 452(c)** - Official acts of any state.
13 - **Evidence Code § 452(d)** - Records of any court of record.
14 - **Evidence Code § 453** - The Court shall take judicial notice when
15 requested.
16 - **Evidence Code § 455** - The Court shall accept as true any matter
17 judicially noticed.
18

19
20
21 **III. PURPOSE OF NOTICE**

22 This Request is made to establish that Defendant not only failed to
23 comply with the mandatory service and filing requirements of **28**
24 **U.S.C. § 1446(d)**, which mandates prompt filing of the Notice of
25 Removal with the State Court to effectuate removal, but also
26 misrepresented law and facts before this court on 03/13/2025.
27
28

Judicial recognition of this procedural defect requires remand.

See:

- Regents of Univ. of California v. Gen. Refractories Co., 2011 WL 1459068
- Rodriguez v. Ventura Cnty., 2020 WL 3964793
- Owen Equip. & Erection Co. v. Kroger, 437 U.S. 365, 377 (1978)

IV. SUPPLEMENTAL STATEMENT IN SUPPORT OF NOTICE

This Request for Judicial Notice is also necessary to prevent continued abuse of both this Court and the judicial process. The federal docket (Case No. 2:24-cv-10546-MWF-BFM) clearly shows that the Notice of Removal was filed in the U.S. District Court on December 6, 2024, yet no corresponding filing was made in the State Court until January 7, 2025, in direct violation of 28 U.S.C. § 1446(d).

This timeline, judicially noticeable on its face, supports Plaintiff's contention that the Defendant deliberately manipulated removal procedures to deprive the Plaintiff of access to the State forum and misled this Court into believing jurisdiction had been properly divested.

As such, Plaintiff respectfully submits that this Court must:

- 1 - Acknowledge the procedural default as a jurisdictional failure;
2 - Reject the removal as never having been effectuated under federal
3 law;
4 - And restore integrity and honor to these proceedings by accepting
5 this judicially noticeable absence as a conclusive fact supporting
6 remand and other relief.
7

8
9 Plaintiff brings this Request not merely to correct the record, but
10 to expose the Defendant's misuse of procedural mechanisms and
11 reestablish this Court's rightful authority, by a preponderance of
12 the evidence and in accordance with constitutional due process.
13

14
15 **Dated: April 3, 2025**

16 **Respectfully submitted,**

17 

18 **Stephen R. Chapman**

19 **Plaintiff, In Pro Per**
20
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EXHIBIT A

Case 2:24-cv-10546-MWF-BFM Document 37 Filed 03/31/25 Page 1 of 100 Page

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Case 2:24-cv-10546-MWF-BFM Document 37 Filed 03/31/25 Page 51 of 100 Page

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

STEPHEN CHAPMAN,

Plaintiff,

vs.

HORACE MANN PROPERTY &
CASUALTY INSURANCE COMPANY,
et al.,

Defendant

Case No.: 2:24-cv-10546-MWF-BFM
Hon. Michael Fitzgerald

PLAINTIFF'S REPLY MEMORANDUM IN
SUPPORT OF THE MOTION TO REMAND

*RE: [(ECF No. 31) Courts Ordered
Briefing Schedule; Opposition &
Reply*

Dated: 03/31/2025

TO THE HONORABLE COURT AND ALL PARTIES OF RECORD:

Plaintiff **Stephen R. Chapman**, appearing pro se,
respectfully submits this comprehensive Reply Memorandum in
direct and precise rebuttal to Defendant Horace Mann Property &
Casualty Insurance Company's Opposition to Remand ([ECF No. 34](#)),
pursuant to the Court's Scheduling Notice issued on March 10,
2025 ([ECF No. 31](#)). Plaintiff systematically addresses each of

PLAINTIFF'S REPLY MEMORANDUM - 1

1 the inaccuracies, erroneous assertions, procedural missteps, and
2 material omissions contained within Defendant's Opposition,
3 rigorously grounding this response in adherence to the Federal
4 Rules of Civil Procedure (FRCP), relevant federal statutes,
5 binding case law, and the Local Rules of the Central District
6 Court of California.

8
9 Indeed, Defendant's Opposition to Remand ([ECF No. 34](#))
10 constitutes an admission of record and supports Plaintiff's
11 claims in this matter. Under **Federal Rule of Evidence 801(d)(2)**,
12 statements by an opposing party in a pleading are not hearsay
13 and are admissible as substantive evidence. Plaintiff thus
14 invokes [Defendant's Opposition](#) as operative evidence of (a) the
15 timeline fabricated by Defendant to mask procedural defects; (b)
16 material omissions regarding the forum defendant, Raymond
17 Pruitt; and (c) Defendant's own acknowledgement that it advanced
18 litigation unilaterally despite **refusing to obtain of serve a**
19 **Notice of Removal, effectuate proper service or file a**
20 **responsive pleading** pursuant to **FRCP 81(c)**. To this end, through
21 the papers and pleadings on record in alignment with the facts
22 herein, the Plaintiff urges this Court to Strike the Defendant's
23 Answer as its Boilerplate responses are not only irrelevant but
24 have failed to be entered into the Federal record, noting that
25 it not only lacks merit, it also lacks process served on the
26
27
28

PLAINTIFF'S REPLY MEMORANDUM -2

1 Plaintiff, just as the myriad of others which the Defendant had
2 admitted to improperly serve on the plaintiff.

3
4 Defendant's attempt to frame this matter as a simple dispute
5 over unpaid auto insurance benefits is not only legally
6 insufficient, but grossly mischaracterizes the nature of this
7 case. This action involves systemic misconduct concerning
8 Defendant's internal policy administration, billing systems, and
9 regulatory practices. The evidence points to a broader pattern
10 of behavior, not an isolated claims dispute which the Defendant
11 engaged in clear acts of oppressive conduct, insurance and
12 material fraud, scrupulous business practices, malice, and
13 egregious conduct ensure their financial gains over the rights
14 of Californian Consumers.
15

16
17 Although the Defendant has omitted Raymond Pruitt from their
18 sham petition; mislead this court into believing it had
19 jurisdiction when non ever existed, caused undue harm to the
20 Plaintiff pleading pro se, and contests with their clients'
21 business model acting without impunity as they continue to
22 misleads California consumers, issuing policies in violation of
23 the California Business and Professions Code, California
24 Consumer Protections, California Insurance Law, and through
25 defunct LLCs, such as, Educators Insurance Sales LLC, named on
26 almost every document issued by the Defendants [(ECF No. 23) pgs
27
28

PLAINTIFF'S REPLY MEMORANDUM -3

1 34-45] to the Plaintiff, once owned by the Agent of Record,
2 Raymond Pruitt - however suspended indefinitely, memorialized by
3 over 19 outstanding tax liens equaling over hundreds of
4 thousands of dollars, which is a part of a much larger pattern
5 that the Plaintiff is prepared to expose in the proper forum as
6 his case is prepared for the State - experience in the intricate
7 nature of the Defendant's misconduct spans back many years and
8 100's of similar violations under which the State of California
9 is fit to adjudicate.
10

11
12 None of which could have not been possible without the
13 indispensable key defendant, Raymond Pruitt who is not only the
14 proponent to all causes of action as stated in the FAC - but as
15 a named defendant in this matter he will be held liable as for
16 his acts and justice will be served.
17

18
19 In direct replay to the Defendants Opposition are the facts as
20 they happened, not as the Defendant has manipulated them to seem
21 [(ECF No. 34)]
22

23 **Timeline of Events** [(Exhibit 1) Pacer Docket Timestamps]:

24
25 Friday, December 6, 2024

- 26
27 • 4:24 PM: Defendant's counsel, Connie Spears, sent Plaintiff
28 Stephen Chapman via email a package labeled "Notice of

1 Removal plus supporting documents," prematurely suggesting
2 proper filing and service had already occurred.

- 3 o **Subsequently stating:** "Hard Copies will follow via US
4 Mail" attached an Image of a Stuffed envelope
5 indicating evidence of the documents sent - despite it
6 being almost an hour before they were submitted to the
7 court.
8

- 9 • **5:08 PM**: Defendant Horace Mann Property & Casualty
10 Insurance Company filed a Notice of Removal from the County
11 of Los Angeles to Federal Court, Central District of
12 California (Case No. 24STCV27909). (ECF No. 1)
13
14 • **5:11 PM**: Defendant filed a Notice of Interested Parties.
15 (ECF No. 2)
16
17 • **5:36 PM**: Defendant's co-counsel Marc J. Shrake emailed
18 Connie Spears requesting "file marked copies of
19 everything," explicitly noting he had not yet received
20 official notice from the Court confirming the filings. He
21 also requested confirmation that his email address was
22 properly listed to ensure future notifications from the
23 Court.
24
25 • Moreover, it appears that Attorney Marc Shrake has
26 attempted to materially alter the record by inaccurately
27 representing the timing of correspondence as "18:23,"
28 thereby crafting a misleading narrative that falsely

1 suggests compliance. Given Defendant's documented pattern
2 of procedural irregularities, this conduct demands judicial
3 scrutiny and must not be permitted to stand unaddressed.
4

5 Wednesdays, December 11, 2024
6

- 7 • 11:08 AM: Court issued a Notice of Assignment, assigning
8 the case to District Judge Michael W. Fitzgerald and
9 Magistrate Judge Brianna Fuller Mircheff. (ECF No. 3)
10
- 11 • 11:08 AM: Court filed Notice to Parties regarding Court-
12 Directed Alternative Dispute Resolution (ADR) Program. (ECF
13 No. 4)
- 14 • 11:09 AM: Court filed Notice to Counsel regarding Consent
15 to Proceed Before a United States Magistrate Judge. (ECF
16 No. 5)
- 17 • 11:10 AM: A conformed copy of Plaintiff's original
18 Complaint, filed in state court on October 24, 2024, was
19 filed. (Submitted with Attachment 3 to ECF No. 1)
20
- 21 • 11:13 AM: A conformed copy of Plaintiff's First Amended
22 Complaint (FAC), filed in state court on November 14, 2024,
23 was filed. (Submitted with Attachment 3 to ECF No. 1)
24
- 25 • 11:16 AM: Defendant's non-conformed Answer to Plaintiff's
26 FAC, previously filed in state court, was filed. (Submitted
27 with Attachment 3 to ECF No. 1)
28

- 1 • 11:19 AM: Court issued a Notice of Deficiencies in Attorney
2 Case Opening regarding Defendant's Notice of Removal (ECF
3 No. 1), noting an error in the filing of the Civil Cover
4 Sheet. (ECF No. 6)
- 5 • 12:41 PM: Defendant separately filed the Civil Cover Sheet.
6 (ECF No. 7)

7
8
9 Thursday, December 12, 2024 *Plaintiff officially added to the
10 matter upon Case Opening

- 11 • 11:42 AM: Court issued a Self-Representation Order,
12 detailing responsibilities and procedures for Plaintiff
13 appearing pro se. (ECF No. 8)
- 14 • 3:56 PM: Judge Michael W. Fitzgerald issued an Initial
15 Order setting a Scheduling Conference for January 27, 2025,
16 at 11:00 AM. (ECF No. 9)

17
18
19 Wednesday, January 15, 2025

- 20 • 12:58 PM: Judge Michael W. Fitzgerald issued a Scheduling
21 Notice and Order vacating the previously scheduled January
22 27, 2025, Scheduling Conference because the required Joint
23 Rule 26(f) Report due by January 13, 2025, had not been
24 filed. The Court ordered the parties to file the required
25 Joint Rule 26(f) Report along with a completed Schedule of
26 Pretrial and Trial Dates Worksheet no later than January
27
28

PLAINTIFF'S REPLY MEMORANDUM -7

1 27, 2025, cautioning that failure to comply could result in
2 dismissal of the action or the striking of Defendant's
3 Answer. (Text-Only Entry, No PDF)
4

5 I. DEFENDANT'S NOTICE OF REMOVAL WAS UNTIMELY UNDER 28 U.S.C. §
6 1446(b)(1)
7

8 Defendant was properly and duly served with the original
9 Complaint on November 8, 2024, as reflected by official court
10 filings (ECF No. 1-1, Civil Cover Sheet, ¶ 2). Under the strict
11 requirements stipulated in 28 U.S.C. § 1446(b)(1), Defendant had
12 a finite period of thirty (30) days from the date of service to
13 effectuate removal to federal court. Defendant purportedly filed
14 its Notice of Removal (NOR) on December 6, 2024; however, this
15 filing was substantively and procedurally defective, as
16 expressly indicated by the Clerk of the Court via a Notice of
17 Deficiency dated December 11, 2024 (ECF No. 7). According to
18 established jurisprudence interpreting Local Rule 5-4.3.1 and
19 FRCP 5(d)(4), a procedurally deficient submission does not
20 constitute a valid filing. Hence, the recognized date of
21 Defendant's effective filing is December 11, 2024, rendering
22 this filing untimely by two days, thereby mandating immediate
23 remand to the state court pursuant to the governing statute.
24
25
26
27
28

PLAINTIFF'S REPLY MEMORANDUM - 8

1 II. FAILURE TO TIMELY FILE NOTICE IN STATE COURT UNDER 28 U.S.C.

2 § 1446(d)

3
4 Defendant further contravened statutory requirements by failing
5 to file its Notice of Removal promptly in the California
6 Superior Court as explicitly mandated by 28 U.S.C. § 1446(d).

7 The Notice of Removal was belatedly filed in state court on
8 January 7, 2025, creating an interval exceeding one month during
9 which the Superior Court unequivocally maintained active
10 jurisdiction. Throughout this period, the state court continued
11 proceedings, case management efforts, and the issuance of
12 directives. This sustained state jurisdiction directly
13 invalidates Defendant's claim of successfully establishing
14 federal jurisdiction, unequivocally requiring remand.
15

16
17 **III. DEFENDANT'S PATTERN OF PROCEDURAL MISCONDUCT AND MATERIAL**
18 **MISREPRESENTATIONS**
19

20 Defendant engaged in demonstrably misleading conduct concerning
21 both the timing and method of service of its removal documents.
22 Defendant misrepresented compliance by prematurely sending
23 Plaintiff electronic documentation labeled "Notice of Removal
24 plus supporting documents" at 4:24 PM PST on December 6, 2024,
25 prior to the filing actually being formally completed and
26 processed by the court (Exhibit 1, Email Correspondence).
27
28

1 Additional correspondence, notably an email from Defendant's co-
2 counsel Marc J. Shrake at 5:36 PM PST on the same date,
3 explicitly acknowledged the absence of formal confirmation from
4 the court, further underscoring Defendant's intentional
5 misrepresentation.
6

7 Moreover, having checked with the Court Clerk, and with the
8 understanding of the only persons to have access to the pro se
9 plaintiff's logistical details it appears that the Plaintiff's
10 address has been intermittently altered Plaintiff's from "Unit
11 336" to the incorrect designation "No 336" within multiple
12 critical court filings. Such manipulations led to critical
13 documents, including court orders and ex parte communications,
14 being returned as undeliverable. These discrepancies have
15 severely compromised Plaintiff's procedural due process rights
16 by obstructing timely and necessary access to judicial
17 notifications, thereby resulting in substantial prejudice
18 against Plaintiff see [11] and [17].
19
20
21

22 **IV. LACK OF SUBJECT MATTER JURISDICTION**

23 **A. 28 U.S.C. § 1441(b) (2) FORUM DEFENDANT RULE**

24 MATERIAL OMISSION OF FORUM DEFENDANT RAYMOND PRUITT

25 Defendant strategically omitted any mention of an
26 indispensable forum defendant, Raymond Pruitt, who acted as
27
28

1 Defendant's authorized insurance agent involved extensively
2 in the underlying transactions and representations forming
3 the basis of Plaintiff's claims. The actions of Mr. Pruitt
4 unequivocally bind Horace Mann to California's jurisdiction
5 under fundamental agency law doctrines. Defendant's
6 calculated exclusion of Mr. Pruitt represents fraudulent
7 joinder intended solely to contrive artificial federal
8 diversity jurisdiction under 28 U.S.C. § 1332(a). Such
9 fraudulent conduct decisively invalidates Defendant's
10 removal, mandating the immediate return of jurisdiction to
11 the state court.
12
13

14 **B. AMOUNT-IN-CONTROVERSY REQUIREMENT**
15

16 DEFENDANT'S FAILURE to provide evidence that the
17 amount in controversy exceeds the threshold requirement as
18 Defendant explicitly identified the amount in controversy
19 at precisely \$75,000, exactly matching-but failing to
20 surpass-the jurisdictional minimum required by 28 U.S.C. §
21 1332(a). This statutory provision requires an amount in
22 excess of \$75,000. Defendant, thus, fails to establish
23 subject matter jurisdiction by meeting the statutory
24 threshold.
25
26
27
28

1 Moreover, Defendant has failed to produce any credible or
2 competent evidence to demonstrate that Plaintiff's claim
3 surpasses this jurisdictional threshold. Controlling Ninth
4 Circuit precedent in *Gaus v. Miles, Inc.*, 980 F.2d 564 (9th Cir.
5 1992) establishes that any ambiguity or inadequacy in meeting
6 the jurisdictional threshold necessitates Defendant's reliance
7 on generalized assumptions and speculative conclusions to
8 establish the jurisdictional threshold is insufficient. The
9 Defendant provides 2 out of 9 pages from the Plaintiff's auto
10 policy renewal declaration - which renewed July, 2022; thus
11 proving that the payment in July had been received - contrary to
12 the Defendant's claims of non-payment as July was the payment in
13 question [See (Exhibit 2) Complete Auto Policy Renewal

14 Declaration, including renewal Period Proof of Insurance Cards]

15 The Supreme Court has held that the burden is on the removing
16 party to prove by a preponderance of the evidence that the
17 amount in controversy requirement is satisfied. See *Gaus v.*
18 *Miles, Inc.*, 980 F.2d 564, 567 (9th Cir. 1992). Here, Defendant
19 has failed to provide sworn declarations, verified billing
20 records, or any admissible evidence demonstrating that
21 Plaintiff's claims would likely exceed \$75,000 in value.

22 California law's prohibition on damage pleading was not employed
23 by Plaintiff to obscure jurisdictional facts but rather in
24

1 compliance with a mandatory procedural safeguard that ensures
2 neutrality in state court litigation. Federal jurisdiction
3 cannot rest on violating or misconstruing state procedural law.
4 See *Lowdermilk v. U.S. Bank National Ass'n*, 479 F.3d 994, 1002
5 (9th Cir. 2007) (overruled on other grounds by *Standard Fire*
6 *Ins. Co. v. Knowles*, 568 U.S. 588 (2013)).

8
9 The case arises exclusively under California statutory and
10 regulatory law, including claims under the California Insurance
11 Code, Business and Professions Code, and various consumer
12 protection statutes. These issues are of local concern, best
13 resolved by state courts with the requisite subject matter
14 expertise and oversight authority.
15

16 The Court should decline jurisdiction where the record fails to
17 establish diversity and the amount in controversy is unproven
18 and speculative.
19

20 **VI. DEFENDANT'S MISREPRESENTATIONS AND RULE 7.1 DISCLOSURE**
21 **VIOLATIONS**
22

23 In addition to the untimely and procedurally defective removal,
24 Defendant has submitted materially false and misleading
25 representations that must be brought to the Court's attention.
26 These violations are both substantive and procedural and warrant
27 the Court's scrutiny under FRCP 11(c).
28

1 **A. MISREPRESENTATIONS REGARDING CORPORATE OWNERSHIP**

2
3 Defendant has certified in its Rule 26(f) Report and
4 Certificate of Interested Parties [(ECF No. 2)] **that no**
5 **publicly held corporation owns 10% or more of its stock.**
6 However, publicly accessible corporate ownership data
7 reveals that the President of Horace Mann is also the
8 President of BCG securities - a significant and influential
9 interchangement indeed [see Adam P. (BCG Broker report)];
10 additionally, both BlackRock, Inc. and Vanguard Group, Inc.
11 each own more than 10% of Horace Mann Property & Casualty
12 Insurance Company's parent company. These omissions
13 constitute a violation of **Federal Rule of Civil Procedure**
14 **7.1 and Local Rule 7.1-1**, which require disclosure of any
15 entity with a financial interest in the litigation.
16
17

18
19 **This failure deprived the Court of critical**
20 **jurisdictional information and undermines Defendant's**
21 **claimed basis for diversity.** Plaintiff reserves the right
22 to seek sanctions and further discovery on this issue,
23 particularly as the Rule 7.1 disclosure obligation is
24 ongoing and not satisfied by incomplete certification.
25

26 **B. Misuse of Rule 26(f) Conference and Unilateral Filing**
27
28

1 Defendant filed a unilateral Joint Rule 26(f) Report
2 [(ECF No. 28)] without securing Plaintiff's consent, input,
3 or participation, despite Plaintiff's timely and good faith
4 efforts to respond. Plaintiff submitted a completed version
5 of the Rule 26 worksheet and attached email correspondence
6 proving cooperation was ongoing as of January 27, 2025.
7 Defendant's conduct reflects procedural gamesmanship and an
8 intent to mislead the Court regarding Plaintiff's
9 engagement and cooperation.
10
11

12 **VII. APPLICATION OF THE DOCTRINE OF JUDICIAL ESTOPPEL**
13

14 Defendant's procedural conduct in concurrently litigating in
15 both federal and state courts directly invokes judicial
16 estoppel. Specifically, Defendant's unopposed appearance in
17 state court on March 13, 2025, represented a tacit admission and
18 acknowledgment of state court jurisdiction, which starkly
19 contrasts and contradicts its concurrent assertions of exclusive
20 federal jurisdiction. This blatant contradiction constitutes
21 exactly the type of procedural gamesmanship judicial estoppel
22 seeks to prevent, as articulated in *New Hampshire v. Maine*, 532
23 U.S. 742 (2001). Judicial estoppel appropriately applies here to
24 prevent Defendant from exploiting jurisdictional inconsistencies
25 to Plaintiff's detriment.
26
27
28

1 **VII. REQUEST FOR JUDICIAL NOTICE**

2
3 Plaintiff formally requests that this Court take judicial
4 notice, pursuant to Federal Rule of Evidence 201, of all
5 pertinent docket entries, state and federal filings, official
6 court documents, and associated correspondence demonstrating
7 Defendant's systematic procedural irregularities, deliberate
8 misrepresentations, and calculated material omissions discussed
9 herein. These judicially noticeable records critically
10 substantiate Plaintiff's claim of Defendant's pervasive
11 litigation misconduct.
12
13

14 **VIII. CONCLUSION**

15
16 Based upon Defendant's procedurally defective, untimely and
17 falsely asserted authority, the Notice of Removal, not only
18 demonstrates a deliberate failure to comply with statutory
19 requirements for timely filing of the notice in state court,
20 extensive procedural misconduct, fraudulent omission of an
21 indispensable forum defendant, failure to demonstrate compliance
22 with the statutory amount-in-controversy requirement, and
23 contradictory litigation positions warranting judicial estoppel,
24 Plaintiff respectfully moves this Court to immediately remand
25 this matter to California Superior Court. Plaintiff further
26 respectfully urges the imposition of judicial estoppel and
27
28

1 appropriate sanctions against Defendant for demonstrated
2 intentional and prejudicial litigation misconduct.
3

4 **IX. PRAYER FOR RELIEF**

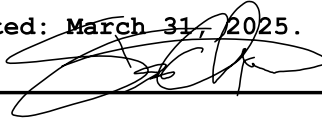
5
6 **For all of the foregoing reasons, Plaintiff respectfully**
7 **requests that this Court:**

- 8
9 1. **GRANT** the Motion to Remand;
10 2. **STRIKE** Defendant's Answer [(ECF No. 1-2)];
11 3. **STRIKE** the Declaration of Matthew Rubin [(ECF No. 1-4)];
12 4. **ENTER DEFAULT** pursuant to Rule 55(a), **if remand is denied**;
13 5. **TAKE JUDICIAL NOTICE** of all docket filings, irregularities,
14 and referenced CM/ECF entries;
15 6. **TAKE JUDICIAL NOTICE** for Named Defendant Raymond Pruitt, see
16 State Court Docket Parties to the Matter under **Fed Rules of**
17 **Evid. 201**
18 7. **TAKE JUDICIAL NOTICE** of the **State Motion Hearing**
19 **rescheduled to 04/29/2025** - Confirmed by the Department 40
20 Court Clerk **Fed Rules of Evid. 201**
21 8. **GRANT** such other and further relief as the Court deems just
22 and proper.
23
24

25
26 **Respectfully** submitted,
27
28

PLAINTIFF'S REPLY MEMORANDUM - 17

1 Dated: ~~March 31, 2025~~.

2 

3 Plaintiff Pro Se, Stephen Chapman

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PLAINTIFF'S REPLY MEMORANDUM - 18

EXHIBIT 1

PACER WITH TIME STAMPS
CONFIRMS EVERYTHING THE DEFENDANT
HAS CLAIMED REGARDING THE NOR TO BE
FALSE;

CONFIRMS THE DEFENDANT DID NOT FILE
THE NOR BEFORE THE DEADLINE;

PROVES THAT THE NOR WAS ENFORCED
UNDER FALSE PRETENSES

PROVES THAT THE DEFENDANT DID NOT
SERVE THE PLAINTIFF

CONFIRMS THE CLAIMS THE PLAINTIFF
HAS MADE AGAINST THE DEFENDANTS
REGARDING PROCEDURAL MANIPULATION
AND FRAUD ON THE COURT TO BE FACT.

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Stephen Chapman v. Horace Mann Property and Casualty Insurance Company

California Central District Court

Judge:Michael W Fitzgerald

Referred:Brianna Fuller Mircheff

Case #:2:24-cv-10546

Nature of Suit110 Contract - Insurance

Cause28:1441 Notice of Removal - Breach of Contract

Case Filed:Dec 06, 2024


Case in other court:County of Los Angeles, 24STCV27909

DocketParties (2)

Docket last updated: 11 hours ago

Friday, March 21, 2025


35

order

Pro Se Electronic Filing - CV-5 O Tue 03/25 4:48 PM


ORDER by Judge Michael W. Fitzgerald: Granting15 APPLICATION for Pro Se Electronic Filing. The applicant must register to use the Courts CM/ECF System within five (5) days of being served with this order. Registration information is available at the Pro Se Litigant E-Filing web page located on the Courts website. Upon registering, the applicant will receive a CM/ECF login and password that will allow him/her to file non-sealed documents electronically in this case only. Any documents being submitted under seal must be manually filed with the Clerk. (iv)


34

respm

Objection/Opposition (Motion related) Fri 03/21 5:46 PM

OPPOSITION Opposition re: NOTICE OF MOTION AND MOTION to Remand Case to29 OPPOSITION filed by Defendant Horace Mann Property and Casualty Insurance Company.(Ingulsrud, Kristin)

Att: 1 Declaration,

Att: 2 Declaration


Friday, March 14, 2025

miscErrataFri 03/14 1:43 PM

NOTICE OF ERRATA filed by Plaintiff Stephen Chapman. Correcting Notice of Lodging32 . (iv)

Monday, March 10, 2025


33

notice

Deficiency in Filed Documents (G-112A) - optional html form Wed 03/12 11:29 AM

NOTICE TO FILER OF DEFICIENCIES in Filed Document RE: Notice of Lodging32 . The following error(s) was/were found: Document lacks required signature. In response to this notice, the Court may: (1) order an amended or correct document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (iv)


32

notice

Notice of Lodging Wed 03/12 11:28 AM

NOTICE OF LODGING OF MISSING EXHIBITS filed by Plaintiff Stephen Chapman. (iv)

31


textonly

Text Only Scheduling Notice Mon 03/10 12:00 PM

SCHEDULING NOTICE and ORDER by Judge Michael W. Fitzgerald. The Court has received Plaintiff Stephen Chapman's Notice of Motion and Motion for Judicial Notice of Notice of Motion to Remand Sua Sponte29 (the "Motion"). The Court will construe the Motion as a Motion to Remand. Defendant Horace Mann Property and Casualty Insurance Company is ORDERED to file its Opposition to the Motion no later than 3/21/2025. Plaintiff may file a Reply in support of the Motion no later than 3/31/3025. The Motion will then be taken under submission. IT IS SO ORDERED. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (smom)

Tuesday, March 04, 2025


30

respm

Reply (Motion related) Thu 03/06 9:24 AM

PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR EQUITABLE TOLLING AND REMAND filed by Plaintiff Stephen Chapman. (lom)

29


motion

Remand Case to State Court Thu 03/06 9:22 AM

NOTICE OF MOTION AND MOTION FOR JUDICIAL NOTICE OF NOTICE OF MOTION TO REMAND SUA SPONTE filed by Plaintiff Stephen Chapman. (lom)

Monday, March 03, 2025

28


misc

Joint Report Rule 26(f) Discovery Plan Thu 03/06 9:19 AM

JOINT REPORT Rule 26(f) Discovery Plan filed by Plaintiff Stephen Chapman. (lom)

Tuesday, February 25, 2025

27


order

Minutes of In Chambers Order/Directive - no proceeding held Thu 02/27 12:02 PM

MINUTE (IN CHAMBERS) AMENDED ORDER DENYING PLAINTIFF'S EX PARTE MOTION FOR EQUITABLE TOLLING AND REMAND23 by Judge Michael W. Fitzgerald. The Motion is DENIED. (iv)

Monday, February 24, 2025


26

order

For Order Tue 02/25 8:28 AM

MINUTES (IN CHAMBERS) ORDER DENYING PLAINTIFF'S EX PARTE MOTION FOR EQUITABLE TOLLING AND REMAND23 by Judge Michael W. Fitzgerald. The Motion is DENIED. Plaintiff has not established that he is entitled to expedited relief. [See Order for further details.] (san)

25

respm




Objection/Opposition (Motion related) Mon 02/24 4:29 PM

OPPOSITION Opposition re: EX PARTE APPLICATION for Order for Equitable Tolling and Remand23 OPPOSITION filed by Defendant Horace Mann Property and Casualty

Insurance Company.(Shrake, Marc)

Att: 1  Declaration

Tuesday, February 18, 2025




- 23  30+ pgs  Order  Fri 02/21 4:02 PM
Plaintiff's EX PARTE Motion for Equitable Tolling and Remand filed by Plaintiff Stephen Chapman. (es)

- 22  notice  Notice (Other)  Fri 02/21 3:07 PM
PLAINTIFF'S NOTICE OF RELIANCE ON PREVIOUSLY FILED PROPOSED ORDER filed by Plaintiff Stephen Chapman. (es)

Thursday, February 13, 2025

- 24  misc  Mail Returned  Fri 02/21 4:56 PM
Mail Returned addressed to Stephen Chapman re Minutes of In Chambers Order/Directive - no proceeding held.,17 (es)

Thursday, February 06, 2025

- 21  notice  Deficiency in Filed Documents (G-112A) - optional html form  Thu 02/06 3:31 PM
NOTICE TO FILER OF DEFICIENCIES in Filed Document RE: Proposed Order20 . The following error(s) was/were found: Proposed document was not submitted with a Motion or Request. In response to this notice, the Court may: (1) order an amended or correct document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (iv)

Monday, February 03, 2025

- 20  notice  Notice of Lodging  Thu 02/06 3:29 PM
NOTICE OF [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO STRIKE DEFENDANTS NOTICE OF REMOVAL AND REMAND TO STATE COURT filed by Plaintiff Stephen Chapman. (iv)







Thursday, January 30, 2025

- 19  service  Proof of Service (subsequent documents)  Mon 02/03 3:25 PM
SUPPLEMENTAL PROOF OF SERVICE & NOTICE OF ERRATA filed by Plaintiff Stephen Chapman, served on 1/30/2025. (iv)
- 18  misc  Supplement  Mon 02/03 1:29 PM
SUPPLEMENTARY DECLARATION OF PLAINTIFF STEPHEN CHAPMAN IN OPPOSITION TO RULE 26(F) PROCEEDINGS & IN SUPPORT OF NOTICE OF LACK OF SUBJECT- MATTER JURISDICTION, MOTION TO STRIKE, AND MOTION FOR SANCTIONS filed by Plaintiff Stephen Chapman. (iv)
- 17  order  Minutes of In Chambers Order/Directive - no proceeding held  Thu 01/30 4:53 PM
MINUTE (IN CHAMBERS) ORDER RE: PLAINTIFF'S EX PARTE APPLICATION FOR JUDICIAL NOTICE OF SECOND AMENDED COMPLAINT AND STAY OR EXTENSION OF RULE 26(f) DEADLINES PENDING MOTION TO REMAND11 by Judge Michael W. Fitzgerald. The Application is GRANTED in part and DENIED in part. The Court declines Plaintiff's request for judicial notice and to stay the case pending the state court hearing scheduled for March 13, 2025. However, the Court grants Plaintiff's request to extend the deadline to file the Rule 26(f) report. The deadline to submit a joint Rule 26(f) Report is now on March 3, 2025. (iv)











Monday, January 27, 2025

- 16  misc  Report  Mon 01/27 3:57 PM
REPORT OF DEFENDANT'S RULE 26(f) Report filed by Defendant Horace Mann Property and Casualty Insurance Company. (Ingulsrud, Kristin)

Friday, January 24, 2025




- 15  motion  Pro Se Electronic Filing - CV-5  Mon 01/27 9:34 AM
APPLICATION for Pro Se Litigant to electronically file documents in a specific case filed by Plaintiff Stephen Chapman. (iv)
- 14  notice  Deficiency in Filed Documents (G-112A) - optional html form  Fri 01/24 3:46 PM
NOTICE TO FILER OF DEFICIENCIES in Filed Document RE: Ex Parte11 . The following error(s) was/were found: Proposed documents require a signature by the court only. In response to this notice, the Court may: (1) order an amended or correct document to be filed; (2) order the document stricken; or (3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so. (iv)

Thursday, January 23, 2025

- 13  8 pgs  respm  Memorandum in Support of Motion  Fri 01/24 3:44 PM
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S REQUEST FOR EX PARTE RELIEF filed by Plaintiff Stephen Chapman. (iv)
- 12  misc  Declaration  Fri 01/24 3:33 PM
DECLARATION OF STEPHEN CHAPMAN filed by Plaintiff Stephen Chapman. (iv)
- 11  misc  For Judicial Notice  Fri 01/24 3:32 PM
EX PARTE APPLICATION FOR JUDICIAL NOTICE OF SECOND AMENDED COMPLAINT AND STAY OR EXTENSION OF RULE 26(f) DEADLINES PENDING MOTION TO REMAND filed by Plaintiff Stephen Chapman.(iv)

Att: 1  Proposed Order

Wednesday, January 15, 2025

- 10  textonly  Text Only Scheduling Notice  Wed 01/15 12:58 PM
SCHEDULING NOTICE and ORDER by Judge Michael W. Fitzgerald. On 12/12/2024, the Court issued an Order Setting Scheduling Conference9 (the "Order"). Pursuant to that Order, the parties' Joint Rule 26(f) Report (the "Report") was due no later than 1/13/2025, and the Scheduling Conference was set on 1/27/2025 at 11:00 a.m. The required Report has not been filed. On its own motion, the Court VACATES the Scheduling Conference; no appearances shall be made. The parties are ORDERED to file the required Report, with a completed Schedule of Pretrial and Trial Dates Worksheet (Exhibit A to the Order), no later than 1/27/2025. The Court will review the Report and set pretrial and trial dates. Failure to timely file the Report may result in dismissal of this action without prejudice or the striking of Defendant's Answer. IT IS SO ORDERED. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (smom)

Thursday, December 12, 2024

9

order

Initial Order Setting R26 Scheduling Conference - form only

Thu 12/12 3:56 PM

ORDER SETTING SCHEDULING CONFERENCE by Judge Michael W. Fitzgerald. Scheduling Conference set for 1/27/2025 at 11:00 AM before Judge Michael W. Fitzgerald. (rs)

8

9 pgs

order

Order

Thu 12/12 11:42 AM

SELF-REPRESENTATION ORDER by Judge Michael W. Fitzgerald. SEE ORDER FOR DETAILS. (iv)

Wednesday, December 11, 2024

7

misc

Civil Cover Sheet (CV-71)

Wed 12/11 12:41 PM

CIVIL COVER SHEET filed by Defendant Horace Mann Property and Casualty Insurance Company. (Ingulsrud, Kristin)

6

notice

Deficiency in Attorney Case Opening

Wed 12/11 11:19 AM

NOTICE OF DEFICIENCIES in Attorney Case Opening RE: Notice of Removal (Attorney Civil Case Opening),1 . The following error(s) was found: Other error(s) with document(s): Attachment 1 Civil Cover Sheet should be e-filed separately. The event is located under Civil Events Other Filings Miscellaneous Filings. (car)

5

notice

Notice to Counsel Re: Consent to Proceed Before a US Magistrate Judge - optional html form

Wed 12/11 11:09 AM

Notice to Counsel Re Consent to Proceed Before a United States Magistrate Judge. (car)

4

adr

Notice to Parties of Court-Directed ADR Program (ADR-8) - optional html form

Wed 12/11 11:08 AM

NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (car)

3

notice

Notice of Assignment to United States Judges (CV-18) - optional html form

Wed 12/11 11:08 AM

NOTICE OF ASSIGNMENT to District Judge Michael W. Fitzgerald and Magistrate Judge Brianna Fuller Mircheff. (car)

Friday, December 06, 2024

2

notice

Certificate/Notice of Interested Parties

Fri 12/06 5:11 PM

NOTICE of Interested Parties (Ingulsrud, Kristin)

1

notice

Notice of Removal (Attorney Civil Case Opening)

Fri 12/06 5:08 PM

NOTICE OF REMOVAL from County of Los Angeles, case number 24STCV27909 Receipt No: ACACDC-38712961 - Fee: \$405, filed by Defendant HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY. (Attorney Kristin A Ingulsrud added to party HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY(pty:dft))(Ingulsrud, Kristin)

Att: 1

Civil Cover Sheet,

Att: 2

Declaration Declaration of Matthew Rubin,

Att: 3

Declaration Declaration of Kristin A. Ingulsrud

cmp

Complaint - (Discovery)

Wed 12/11 11:10 AM

CONFORMED COPY OF COMPLAINT against Defendants Horace Mann Property and Casualty Insurance Company, filed by Plaintiff Stephen Chapman. Filed in State Court on 10/24/2024 Submitted with Attachment 3 Exhibit A to Notice of Removal1 (car) Modified on 12/11/2024 (car)

othcmp

Amended Complaint

Wed 12/11 11:13 AM

CONFORMED COPY OF FIRST AMENDED COMPLAINT against Defendant Horace Mann Property and Casualty Insurance Company amending Complaint - (Discovery), filed by Plaintiff Stephen Chapman. Filed in State Court on 11/14/2024 Submitted with Attachment 3 Exhibit A to Notice of Removal1 (car)

answer

Answer to Complaint (Discovery)

Wed 12/11 11:16 AM

NON-CONFORMED COPY OF ANSWER to Amended Complaint, filed by Defendant Horace Mann Property and Casualty Insurance Company. Submitted with Attachment 3 Exhibit B to Notice of Removal1 (car)

Continue to Create Account

EXHIBIT 2

COMPLETE DECLARATION PERIOD 07-10-2022 > 01/10/2022

PROVES THE PLAINTIFF PAID THE PREMIUM IN QUESTION -
JULY'S PAYMENT; THEREFORE THE POLICY SHOULD HAVE NEVER
CANCELLED AND WOULD HAVE BEEN IN EFFECT AS EXPECTED.

***** AUTO DECLARATIONS JACKET *****

09000A001007

Run Date and Time: 06/05/2022 Policy Number: CA - [REDACTED] 0102
Batch ID: 187,949 Version: 2.0.0
RegGUID: cf4251b9-28e3-d052-520f-f28454ab153c
TransGUID: 84868706-A7DA-4764-BFF6-0CB70EB66571
Full Path: /HM/P&C/Properties/Jacket_Auto_Declarations

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Horace Mann

1 Horace Mann Plaza, Springfield, IL 62715

STEPHEN CHAPMAN
111 W PENNSYLVANIA AVE APT 3B
SAN DIEGO, CA 92103

00000A002007



Thank you

FOR YOUR LOYALTY!

└ We value your business, and we're proud to provide you quality, affordable insurance coverage designed to meet your unique needs.

It's time to renew your policy but never too late to review your coverage. If you're thinking about buying or replacing a vehicle, *let's get together to review your insurance coverage.*

Coming soon

Watch your mailbox for your invoice or billing notification and let us know if you would like to discuss our convenient payment options.

As life changes, so do your needs. Contact us today to learn more about other Horace Mann products and services.



Home



Life



Renters



Savings & Retirement



Supplemental



Student Loan Solutions

PROUDLY SERVING EDUCATORS SINCE 1945

800-999-1030

CL-V37002 (01-22)

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1 Horace Mann Plaza
Springfield, IL 62715-0001

California Identification Card
Horace Mann Property and Casualty Insurance Company

Report a claim: 800-999-1030 (horacemann.com)
Fast Glass claim: 888-321-9391 (safelite.com)

Named insured(s):
STEPHEN CHAPMAN
111 W PENNSYLVANIA AVE APT 3B
SAN DIEGO, CA 92103

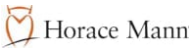
Agent: Raymond Pruitt
909-625-5500
Raymond.Pruitt@horacemann.com

Below are your official insurance identification cards.

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE DOCUMENT			
POLICY # [REDACTED] 0102 NAMED INSURED(S) STEPHEN CHAPMAN ADDITIONAL DRIVER(S)	EFFECTIVE DATE 07/10/2022		AGENT Raymond Pruitt 909-625-5500
	EXPIRATION DATE 01/10/2023		
	VIN [REDACTED] B18187		
	YEAR 2017	MAKE Porsche	MODEL MACAN S AWD

TO REPORT A CLAIM, CALL 800-999-1030
Keep this form in the motor vehicle with the registration card. This policy complies with section 16056 of the California Vehicle Code.

Horace Mann Property and
Casualty Insurance Company
NAIC # 0300-22756
P.O. BOX 4506
SPRINGFIELD, IL 62708-4506





**Renewal California Personal Auto Declarations
Horace Mann Property and Casualty Insurance Company**

00000A004007

Named insured(s):
STEPHEN CHAPMAN
111 W PENNSYLVANIA AVE APT 3B
SAN DIEGO, CA 92103

Policy #: [REDACTED] 0102

Effective date: 07/10/2022
(05:01 a.m. local time)

Expiration date: 01/10/2023
(12:01 a.m. local time)

Agent:
Raymond Pruitt
EDUCATORS INS SALES
114 N INDIAN HILL #U
CLAREMONT, CA 91711
909-625-5500
Raymond.Pruitt@horacemann.com

Insured by:
Horace Mann Property and Casualty Insurance Company
P.O. Box 19463
Springfield, IL 62794-9463

Driver(s)
STEPHEN CHAPMAN

Policy level coverages	Limits and deductibles	Premiums
Bodily Injury Liability	\$100,000/\$300,000 (Per person/Per accident)	\$318.50
Property Damage Liability	\$100,000 (Per accident)	\$274.60
Medical Payments	\$5,000 (Per insured)	\$43.90
Accidental Death, Dismemberment and Loss of Sight	Declined	
Uninsured/Underinsured Motor Vehicle Bodily Injury	\$100,000/\$300,000 (Per person/Per accident)	\$90.70
	Premium for policy level coverages	\$726.82

Vehicle level coverages
2017 Porsche MACAN S AWD, VIN [REDACTED] B18187
Garaging ZIP: 92103

Uninsured Motor Vehicle Property Damage	Rejected	
Other Than Collision	\$500 deductible	\$126.00
Collision	\$500 deductible	\$648.20
Emergency Road Service	Declined	
Rental Reimbursement	\$70 per day/maximum 30 days	\$63.70
Additional or Custom Equipment	Declined	
Better Car Replacement	Declined	
	Premium for vehicle level coverages	\$837.90

Discounts and surcharges

Multiline Property Renter
IV AND OV COLLIDED IN INTERSECTION

Premium summary

Total vehicle premium	\$ 1,565.60
Investigation and Prosecution of Fraudulent Automobile Insurance Claims Fee	\$ 0.50
Consumer Services Fee	\$ 0.13

CL-V52CA1 (12-20)

Page 1 of 2

1 Horace Mann Plaza, Springfield, IL 62715 - 800-999-1030

31

horacemann.com

Fraud Division and Organized Automobile Fraud Activity	\$ 0.25
Interdiction Program Fee	
Total amount	\$ 1,566.48



This is not an invoice. An invoice or billing notification will be sent separately in the coming weeks.

Forms and endorsements applicable to this policy

CCN00CA1 12 20 PERSONAL AUTO POLICY CALIFORNIA

Lienholder/Loss Payee/Lessor

None

Please read your policy carefully. This insurance policy is a legal contract between you and the company. For service call your agent, visit horacemann.com or call 800-999-1030. To report a claim call 800-999-1030 or visit horacemann.com.

00000A005007

Horace Mann's Privacy Pledge

CA-G50041

When you became a Horace Mann customer, you trusted us with your personal information. We want you to understand how we gather information, how we protect it and to whom we may disclose it. As part of the insurance application, underwriting, claims, administration and servicing process, we collect personal information from the following sources:

- Your application for insurance or other forms (such as name, address, telephone number(s), email address, social security number, household information, vehicle and driver information, date of birth, and insurance coverage information);
- Your transactions with us or our affiliates and third party vendors (such as insurance or annuity products purchased, account balances and payment history, previous claims or accidents and medical information related to claims); and
- A consumer reporting agency (such as a credit-based insurance score, if applicable), state motor vehicle departments and inspection services.

We use this information to issue and service your policy and to offer you other insurance or financial products. We may use any of the information we collect within The Horace Mann Companies as allowed by law. We may also provide any of this information as otherwise required or permitted by law, including sharing it with companies that perform marketing or other services on our behalf or companies with whom we have joint marketing arrangement. We require these other companies to keep your personal information confidential and to use that information only for the purpose of the marketing or service arrangement. You may access and correct recorded personal information as provided by state law.

We restrict access to nonpublic personal information to those employees who need that information to provide products or services to you. We have physical, electronic and procedural safeguards in place to guard your personal information. We will provide an annual notice of our privacy policy for as long as you have a client relationship with us. This policy may change from time to time, but you can review our current policy by visiting our website, horacemann.com, or by contacting us. If you have any questions or concerns regarding our privacy policy, contact us by email at ConsumerAffairs@horacemann.com or write to us at: Horace Mann Insurance Companies, The Office of Consumer Affairs, P.O. Box 3603, 1 Horace Mann Plaza, Springfield, IL 62715-0001. For information on our electronic media privacy policy, please visit horacemann.com/privacy.

The Horace Mann Companies include: Horace Mann Insurance Company; Horace Mann Property & Casualty Insurance Company; Horace Mann Life Insurance Company; Horace Mann Investors, Inc.; Horace Mann Lloyds; Horace Mann Service Corporation; Horace Mann General Agency, Inc.; Teachers Insurance Company; Educators Life Insurance Company of America and ABM Service Corporation.

Important information
CA-V50CA2

California law requires that you be informed of limits of future coverage with respect to your auto liability insurance policy. This means the specified reasons we may cancel or refuse to renew your auto liability insurance or increase the premium for the same coverage. The following is a list of reasons, cited in the law; that may be grounds for canceling or non-renewing your policy (refer to the cancellation and non-renewal provisions in your policy):

1. Nonpayment of premium;
2. Substantial change in the risk
3. Misrepresentation or fraud by the insured.

The law provides that premium may be increased for certain reasons which shall include, but not be limited to, the following:

1. Accident involvement by the insured and whether the insured is at fault;
2. Change in garaging location or use of the insured vehicle, or addition of a vehicle;
3. Convictions for violating any provision of the vehicle code or the penal code relating to the operation of a motor vehicle
4. Payment made by us due to a claim filed by an insured or a third party.

Nonrenewal or premium increases may result from unspecified reasons that are both lawful and unfairly discriminatory. California law provides that you have the right to be informed, upon your request, of any increase in your premium, as well as if the increase in premium is in whole or in part charged you because of involvement in any accident or conviction by you or any operator of your motor vehicle. If you want more information, contact your agent or Horace Mann at 1 Horace Mann Plaza, Springfield, IL 62715-0001.

Information Regarding Fees Required by the California Code of Regulations

CA-V50CA4

The California Code of Regulations imposes the following special purpose fees that are shown on your Declarations:

- 1) The Investigation and Prosecution of Fraudulent Automobile Insurance Claims Fee authorized by CIC Section 1872.8 funds the investigation and prosecution of automobile insurance fraud, including allocating funds to:
 - The Fraud Division of the California Department of Insurance for enhanced investigative efforts,
 - The Department of the California Highway Patrol's for enhanced prevention and investigative efforts to deter economic automobile theft, and
 - District attorneys for purposes of investigation and prosecution of automobile insurance fraud cases, including fraud involving economic automobile theft.
- 2) The Fraud Division and Organized Automobile Fraud Activity Program Fee authorized by CIC Section 1874.8 funds the Organized Automobile Fraud Interdiction Program. Under this section, the commissioner funds between three and ten grants at any one time for a coordinated program targeted at the successful prosecution and elimination of organized automobile fraud activity.
- 3) The Consumer Services Fee authorized by CIC Section 1872.81 funds the consumer services functions of the California Department of Insurance related to:
 - Regulating automobile insurers including those functions performed by the rating and underwriting service bureau, the claims service bureau, the investigations bureau as well as publicizing the low-cost automobile insurance program, and
 - Improving the ability of the California Department of Insurance to respond to consumer complaints and information requests through the departments toll-free telephone number, and
 - Improving the ability of the department to offer information about automobile insurance rates to the public.

Notice of automobile insurance rating plan
CA-V50CA7

California law requires that you be provided with this notice explaining how the insurance policy's rating plan provides for premium increases due to traffic convictions and at-fault auto accidents. This notice also explains the attributes of the vehicle(s) and the driver(s) used in rating the policy

Violation points for traffic convictions

Conviction of any of the California Department of Motor Vehicles public record of traffic violations within three years preceding the effective date or renewal date of the policy may result in violation point(s), and convictions by out-of-state jurisdictions result in violation points, too. Violation points result in policy surcharges.

Violation points for dismissed traffic convictions may be discontinued if you submit evidence of such dismissal. Also, violation points should be removed if the driver was acting in an official capacity in an authorized vehicle at the time of the violation, such as a; peace officer, member of the California Highway Patrol, firefighter, federal officer, or federal customs agent.

Accident points for at-fault accidents

Traffic accidents for which the driver is at least 51% the proximate cause of the accident result in Accident Points. As with violation points, accident points also result in policy surcharges. However, a policy surcharge is only applied if the at-fault accident resulted in total loss of \$1,000 or more under Liability and/or Collision coverages. Accident points for at-fault accidents resulting while the driver was responding to a call of duty as a member of a fire department, police department, first aid squad, law enforcement agency, or while performing any other governmental in a public emergency may be discontinued if you submit evidence of driving under such an official capacity. Also, accident points may be removed if it is determined the accident was principally caused by a hazardous condition which a driver exercising reasonable care would not have noticed (such as black ice).

Surcharges on your policy

The named insured has the right to be informed, upon request, of any increase in the premium, in whole or in part, charged by virtue of the involvement in any accident, or conviction within the meaning of Section 13103 and 13105 of the Vehicle Code, by the insured or any operator of the motor vehicle. If you have additional questions, please contact your Horace Mann representative or our Customer Care Center at 1-800-999-1030.

Driver and vehicle information

The following information is provided for each insured vehicle as required by CA S § 381.1; it may contain additional provisions that are not in conflict with, or derogation of, the provisions of that section.

2017 Porsche MACAN S AWD [REDACTED] B18187

Estimated Annual Mileage:	6000
ZIP Code Where Garaged:	92103
Vehicle-Related Discount(s):	None

Rated Driver:	STEPHEN CHAPMAN
Driver's Years of Driving Experience:	22
Driver's Driving Record Surcharge Points:	0

Details of the incidents for which points are applied will be provided upon request.

Driver-Related Discount(s):	None
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00000A007007

Third Party Notification For Insurance Termination Notices
CA-V50CA10

Please read the following important information.

California law permits you to designate a third party to whom we will send a copy of any cancellation or nonrenewal notice issued to you for your insurance policy. To add, change or delete a designee to receive such notices, complete the lower portion of this form and return it to:

Horace Mann Companies; 1 Horace Mann Plaza; Springfield, IL 62715-0001

Insured's name STEPHEN CHAPMAN Policy Number 0102

Address 111 W PENNSYLVANIA AVE APT 3B

City SAN DIEGO State CA Zip 92103

☐ I designate the following person to receive a copy of any termination notices for the policy number shown above.

☐ Please change the person designated to receive a copy of any termination notice for the policy number shown above.

☐ I no longer want termination notices for the policy number shown above to be sent to a third party.

Third party's name _____

Address _____

City _____ State _____ Zip _____

Signature of Insured _____ Date _____

EXHIBIT 3

CONFIRMS DEFENDANT SSUES POLICIES UNDER
THE DEFUNCT LLC EDUCATORS INSURANCE
SALES LLC

OWNED AND OPERATED UNLAWFULLY BY RAYMOND
PRUITT

CONFIRMS AGENT AND POLICY HOLDER
RELTIONSHIP IS BASED ON GEOGRAPHY -
THEREFORE NO DIVERSITY EXISTS AS A
FACTOR OF THE DEFENDANT'S BUSINESS MODEL

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California
Secretary of State

BusinessUCC

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Business Search

The California Business Search provides access to available information for **corporations, limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than

Skip to main content

EDUCATORS INSURANCE
SALES,LLC (200926510090)

Request Certificate

Initial Filing Date

Status

Standing - SOS

Standing - FTB

Standing - Agent

Standing - VCFCF

Inactive Date

Formed In

Entity Type

Principal Address

Mailing Address

Statement of Info Due Date

Agent

CA Registered Corporate (1505)
Agent Authorized Employee(s)

09/21/2009

Suspended - FTB

Good

Not Good

Good

Good

11/03/2014

CALIFORNIA

Limited Liability Company - CA

678 S INDIAN HILL BLVD
#206E
CLAREMONT, CA 91711

N/A

09/30/2011

1505 Corporation
LEGALZOOM.COM, INC.

JOYCE YI
500 N BRAND BLVD,
GLENDALE, CA

SANDRA MENJIVAR
500 N BRAND BLVD,
GLENDALE, CA

Jesse Camarena
500 N BRAND BLVD,
GLENDALE, CA

Arielle Devay
500 N BRAND BLVD,
GLENDALE, CA

View History

Request Access

38

61

49

Business

UCC

Home

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Corporations) as well as searching by ? begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2)select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

Educators Insuran

Advanced

Results: 1

Entity Information	Initial Filing Date	Status
EDUCATORS INSURANCE SALES,LLC (200926510090)	09/21/2009	Suspend - FTB

EDUCATORS INSURANCE SALES,LLC (200926510090)

Request Certificate

Initial Filing Date	09/21/2009
Status	Suspended - FTB
Standing - SOS	Good
Standing - FTB	Not Good
Standing - Agent	Good
Standing - VCFCF	Good
Inactive Date	11/03/2014
Formed In	CALIFORNIA
Entity Type	Limited Liability Company - CA
Principal Address	678 S INDIAN HILL BLVD #206E CLAREMONT, CA 91711
Mailing Address	N/A
Statement of Info Due Date	09/30/2011
Agent	1505 Corporation LEGALZOOM.COM, INC.
CA Registered Corporate (1505) Agent Authorized Employee(s)	JOYCE YI 500 N BRAND BLVD, GLENDALE, CA SANDRA MENJIVAR 500 N BRAND BLVD, GLENDALE, CA Jesse Camarena 500 N BRAND BLVD, GLENDALE, CA Arielle Devay 500 N BRAND BLVD, GLENDALE, CA

View History

Request Access

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Advanced Search

[Skip to main content](#) State

HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY (488150)

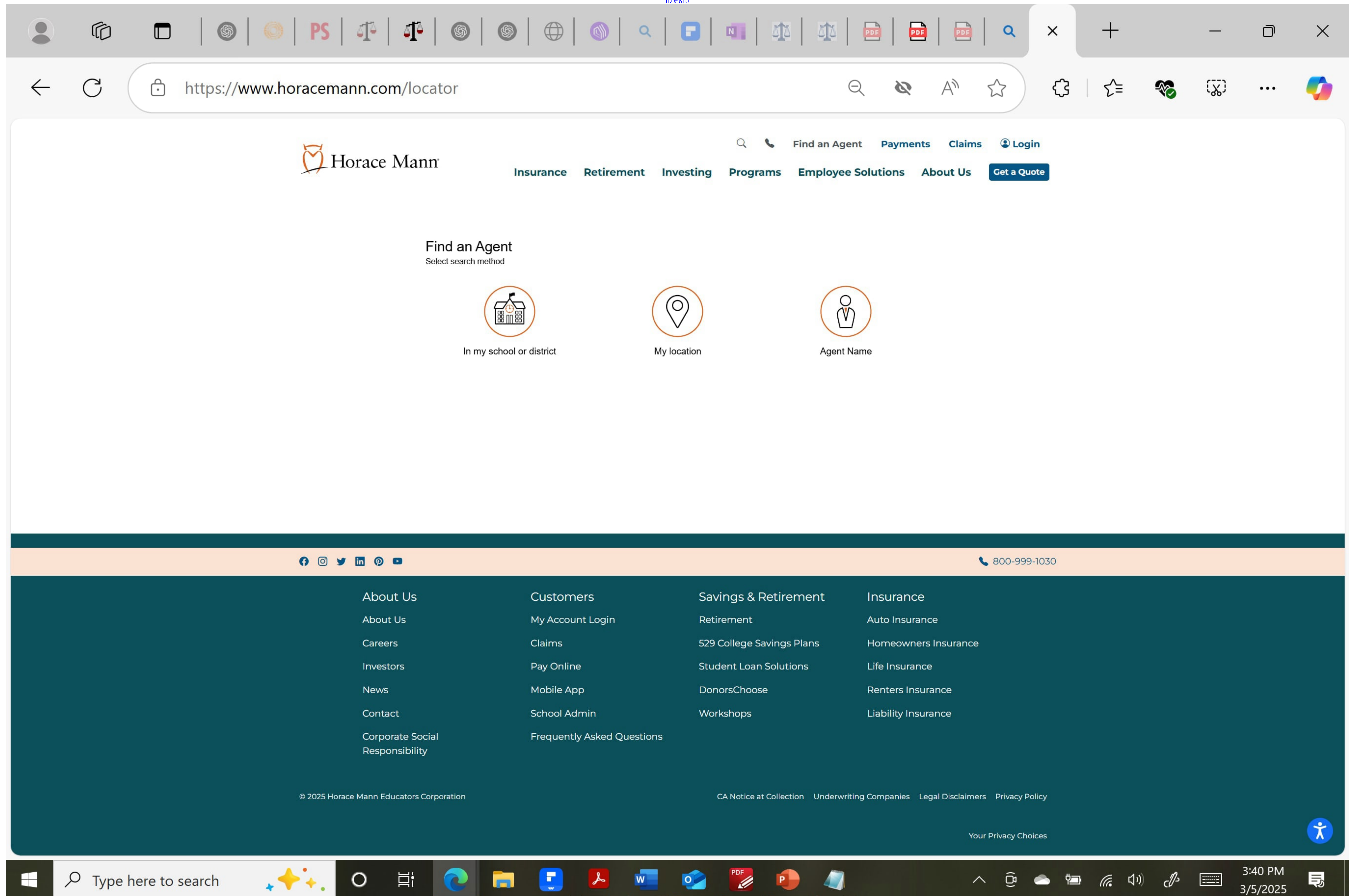
Request Certificate

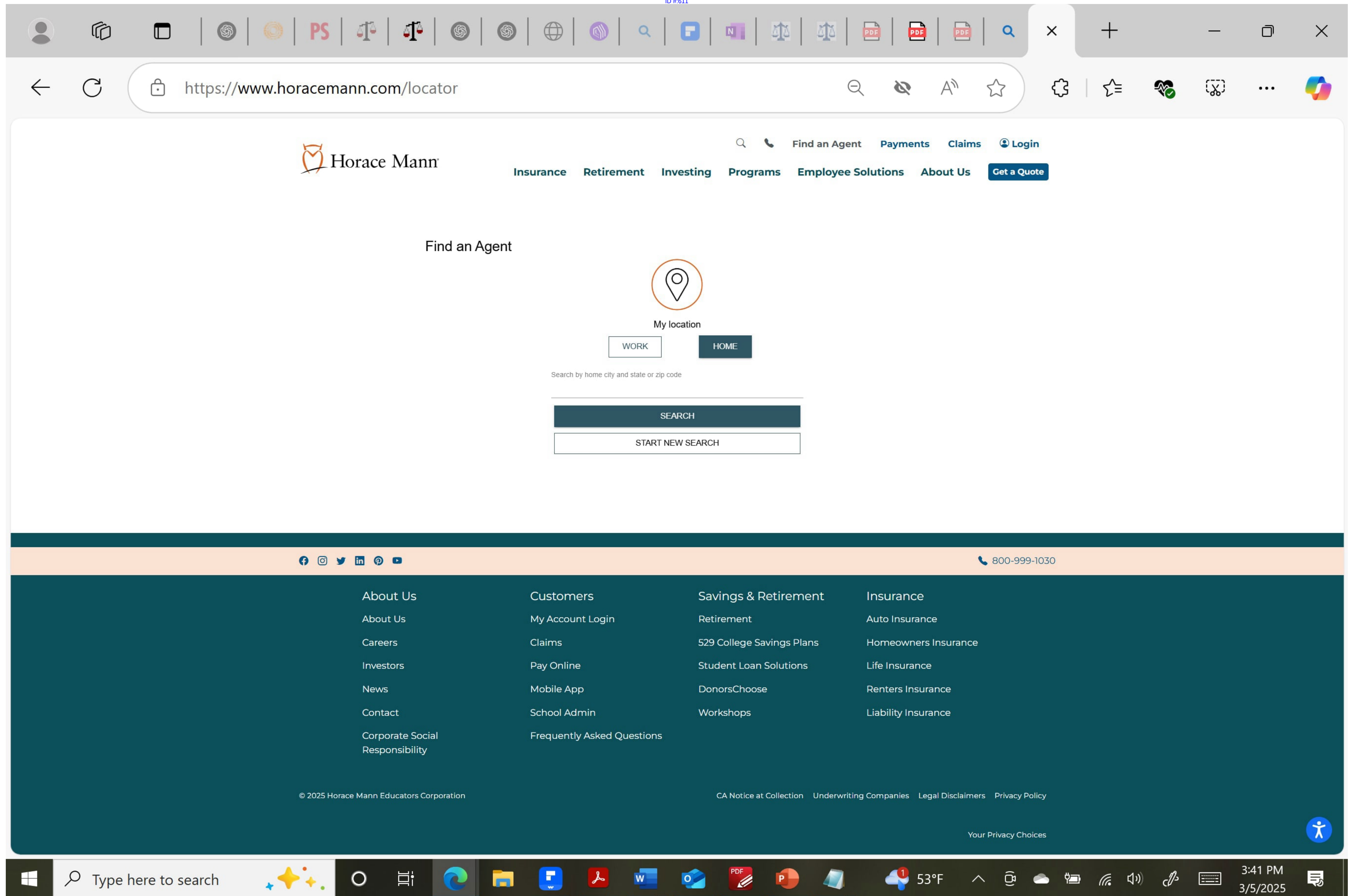
Initial Filing Date	03/25/1965
Status	Terminated
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Inactive Date	02/29/2012
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	1 HORACE MANN PL SPRINGFIELD, IL 62715-0001
Mailing Address	1 HORACE MANN PL SPRINGFIELD, IL 62715-0001
Agent	1505 Corporation CSC - LAWYERS INCORPORATING SERVICE
CA Registered Corporate (1505) Agent Authorized Employee(s)	BECKY DEGEORGE 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA KOY SAECHAO 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA NICOLE STAUSS 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA REBECCA VANG 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA ALEX JENKINS 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA WENDY HARRIS 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA MELISSA DEKOVEN 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA KACI RANSOM 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA ANNETTE KUHLMAN 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

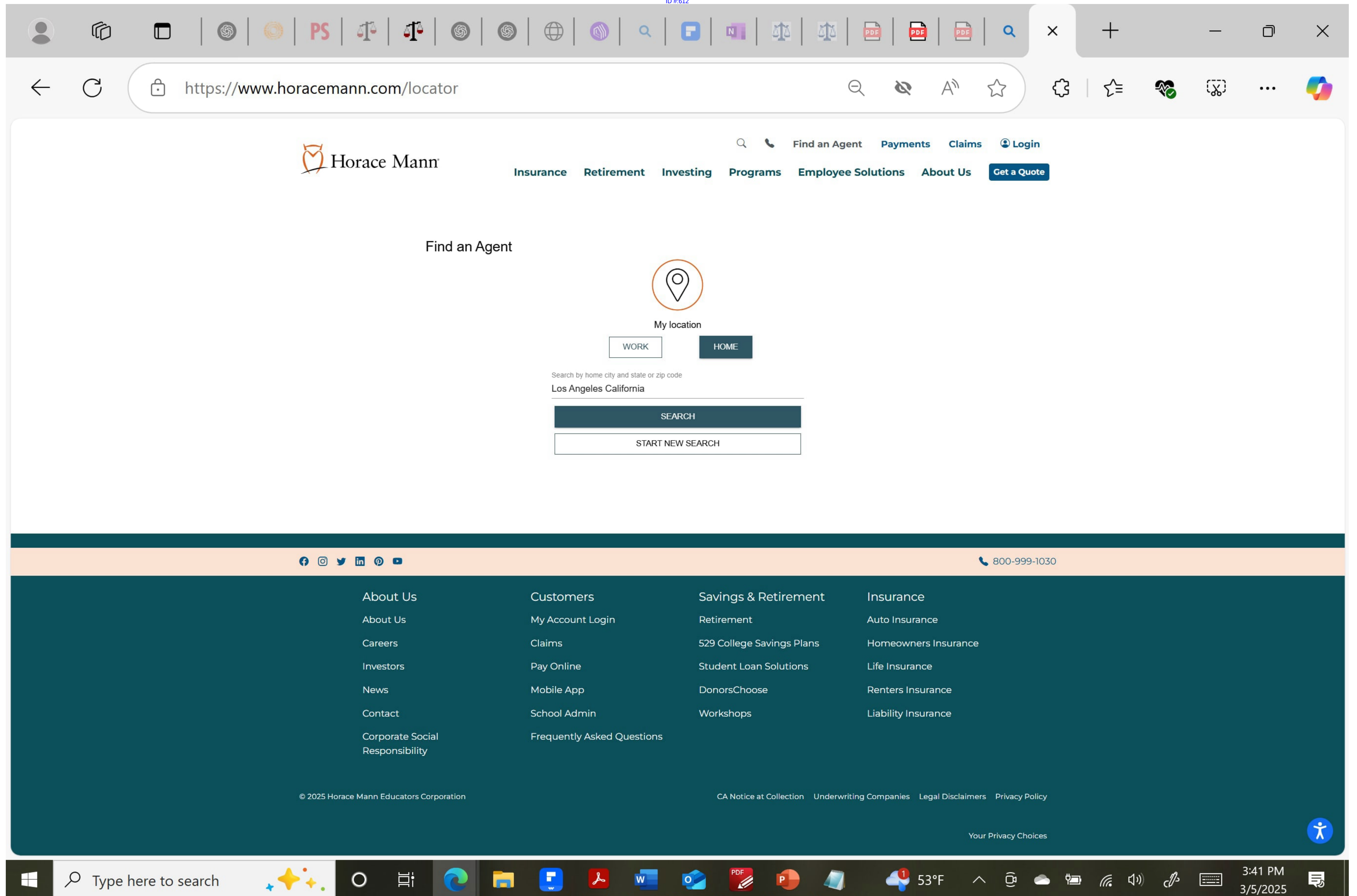
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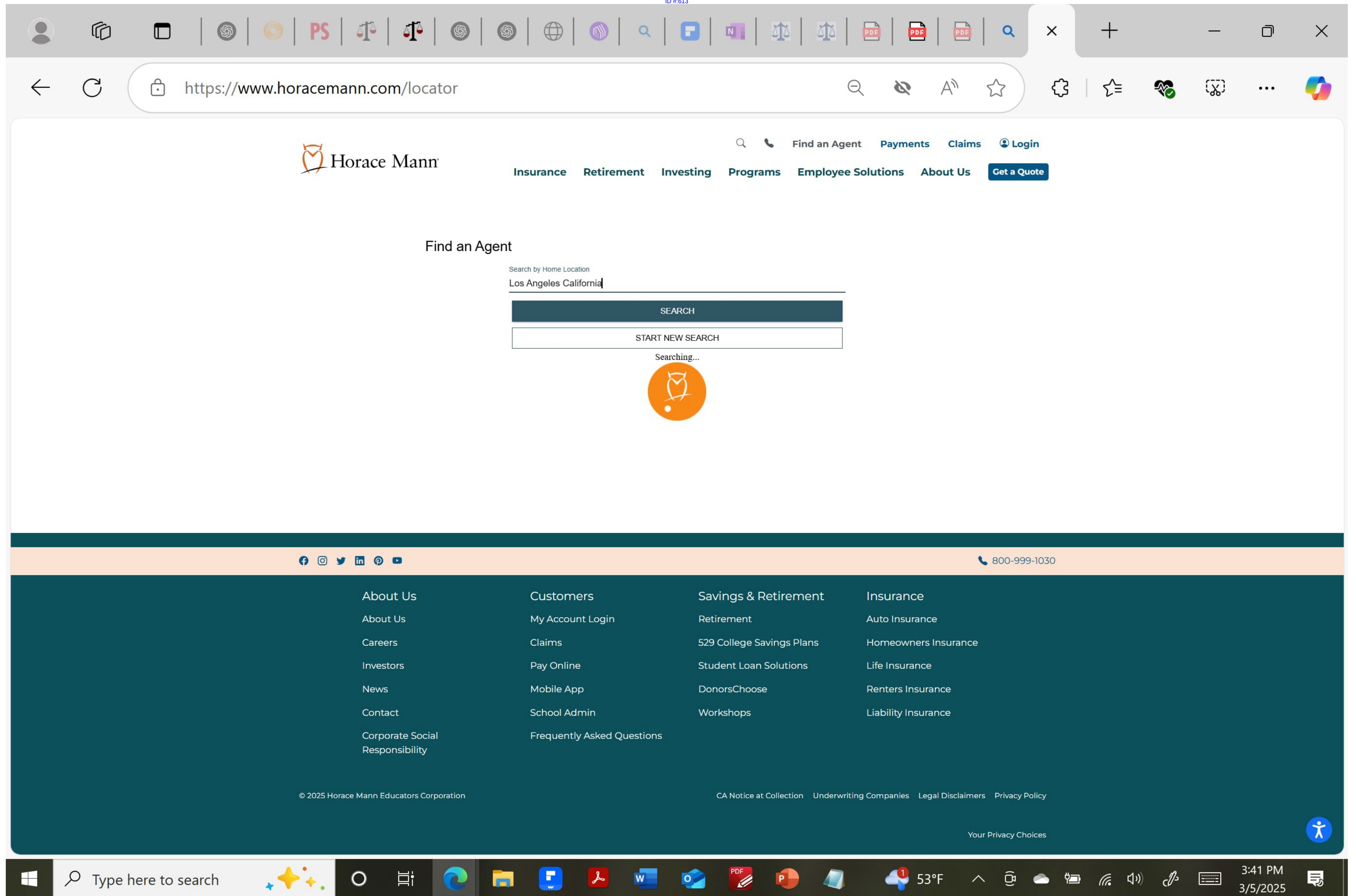
63

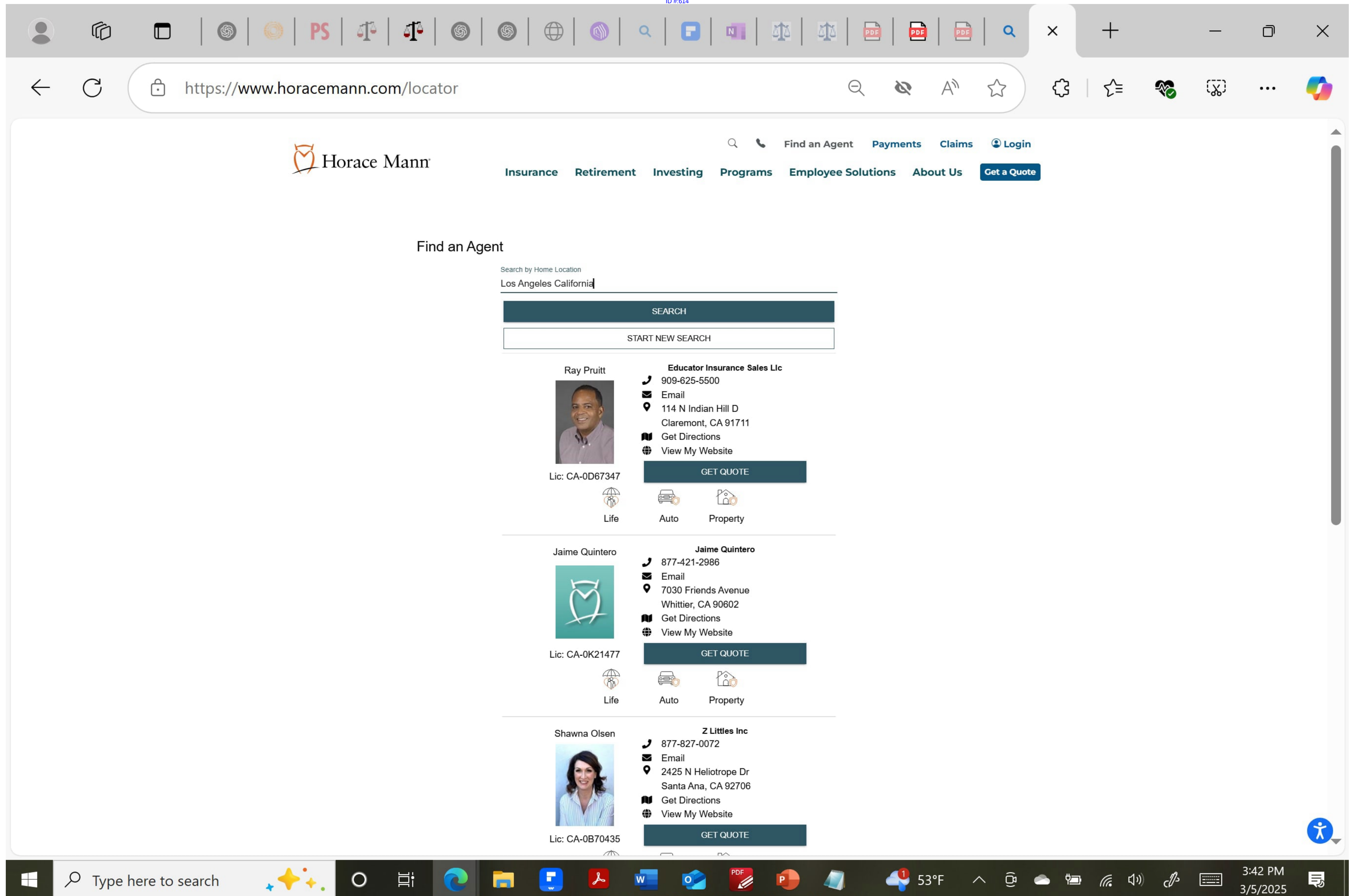
51













Raymond Pruitt - Educator X

https://agents.horacemann.eom//aGTv6DirC_IGSa53qk9UrA2

Q. 0

Claims Payments Login





Educators Insurance Sales LLC

Raymond Pruitt

Call or Email us today

(909) 625-5500

0 Email 0 Request a Quote 0 Schedule Appointment





Main Office

Educators Insurance Sales LLC

114 N INDIAN HILL #D


CLAREMONT, CA 91711

Map




This agent is not registered to solicit, sell, or service securities.

Mission



I am proud to be associated with a company *Founded by Educators for Educators®*. My agency shares Horace Mann's commitment to providing quality service and lifelong financial well-being to educators and their families through a full range of tailored insurance and financial services products.

I will be happy to meet with you at your convenience in your home, at school or in my office.



Helping educators is our passion

As representatives of Horace Mann, the nation's largest multiline insurance company focusing on the insurance and financial needs of educators, our hearts are in serving the educational community. We provide auto, home and life insurance, as well as retirement annuities.

Our products and services are designed specifically to provide educators peace of mind - both in and out of the classroom. We also proudly support the work educators do in the classroom every day with a variety of resources and support programs.


Auto

Property Life Supplemental Financial Services Student Loan Solutions

Start

Our company's founders believed teachers deserve affordable auto rates. And. our research shows educators tend to be better drivers. That's whv educators who qualify aet

Type here to search


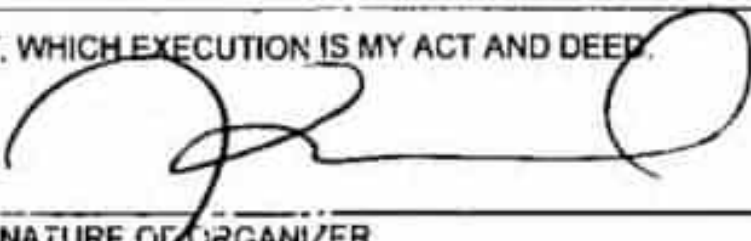


1:32 AM

2/16/2025

71

59

<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> State of California Secretary of State</div><div style="border: 1px solid black; padding: 2px; font-weight: bold;">LLC-1</div></div> <div style="text-align: center; margin-top: 20px;">LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION</div> <div style="border: 1px solid black; padding: 2px; margin-top: 10px; text-align: center;">A \$70.00 filing fee must accompany this form.</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px; text-align: center;">IMPORTANT – Read instructions before completing this form.</div>	<div style="display: flex; justify-content: space-between; align-items: center;"><div></div><div>File # 200926510090</div></div> <div style="text-align: center; margin-top: 20px;">FILED In the Office of the Secretary of State of the State of California SEP 21 2009</div> <div style="text-align: center; margin-top: 20px;">This Space For Filing Use Only</div>
ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)	
1. NAME OF LIMITED LIABILITY COMPANY EDUCATORS INSURANCE SALES,LLC	
PURPOSE (The following statement is required by statute and should not be altered.)	
2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.	
INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)	
3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS Legalzoom.com, Inc.	
4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE <div style="text-align: right; margin-right: 100px;">CA</div>	
MANAGEMENT (Check only one)	
5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY <div style="margin-left: 20px;"><input type="checkbox"/> ONE MANAGER <input type="checkbox"/> MORE THAN ONE MANAGER <input checked="" type="checkbox"/> ALL LIMITED LIABILITY COMPANY MEMBER(S)</div>	
ADDITIONAL INFORMATION	
6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.	
EXECUTION	
7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED. <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 30%;">9/18/2009 DATE</div><div style="width: 60%; text-align: center;"> _____ SIGNATURE OF ORGANIZER Karla Figueroa _____ TYPE OR PRINT NAME OF ORGANIZER</div></div>	
<div style="display: flex; justify-content: space-between;">LLC-1 (REV 04/2007)APPROVED BY SECRETARY OF STATE</div>	


 State of California Secretary of State STATEMENT OF INFORMATION (Limited Liability Company)		93
Filing Fee \$20.00. If amendment, see instructions. IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. LIMITED LIABILITY COMPANY NAME (Please do not alter if name is preprinted) <div style="border: 1px solid black; padding: 5px; min-height: 40px;"> EDUCATORS INSURANCE SALES, LLC </div>		
		FILED In the office of the Secretary of State of the State of California OCT 02 2009
		<i>EC</i> This Space For Filing Use Only
DUE DATE:		
FILE NUMBER AND STATE OR PLACE OF ORGANIZATION		
2. SECRETARY OF STATE FILE NUMBER 200926510090	3. STATE OR PLACE OF ORGANIZATION California	
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 678 S. Indian Hill Blvd. #206e	CITY AND STATE Claremont CA	ZIP CODE 91711
5. CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY) 678 S. Indian Hill Blvd. #206e	CITY Claremont	STATE CA ZIP CODE 91711
NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY		
6. NAME	ADDRESS	CITY AND STATE ZIP CODE
NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)		
7. NAME	ADDRESS	CITY AND STATE ZIP CODE
Raymond Pruitt	678 S. Indian Hill Blvd. #206e	Claremont CA 91711
8. NAME	ADDRESS	CITY AND STATE ZIP CODE
Shaleen Pruitt	678 S. Indian Hill Blvd. #206e	Claremont CA 91711
9. NAME	ADDRESS	CITY AND STATE ZIP CODE
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)		
10. NAME OF AGENT FOR SERVICE OF PROCESS Legalzoom.com, Inc.		
11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL <div style="text-align: right; font-size: 1.5em; margin-right: 50px;">C2967349</div> <div style="display: flex; justify-content: space-between;"> <div>CITY</div> <div>STATE</div> <div>ZIP CODE</div> </div> <div style="text-align: center; margin-top: 10px;">CA</div>		
TYPE OF BUSINESS		
12. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY. Insurance		
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.		
Lori Castille TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	<div style="border-top: 1px solid black; height: 1.2em;"></div> SIGNATURE	Authorized Rep. 09/29/09 <div style="display: flex; justify-content: space-between;"> <div>TITLE</div> <div>DATE</div> </div>
LLC-12 (REV 05/2005)		APPROVED BY SECRETARY OF STATE

EXHIBIT 4:

EMAILS FROM DEFENDANTS CONFIRMING TIMELINE
AND THE DISTORTION THEREOF;

CONFRIMS NOR WAS NOT SERVED NOR FILED AT
FEDERAL COURT

PROVES THE DEFENDANT DID NOT FILE WITHIN
THE 30-DAY DEADLINE - AND THAT THE NOR WAS
FRAUDULENT



2/24/25, 6:36 PM Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684 - Stephen Chapman - Out...

 Outlook

Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684

From Marc J. Shrake <MShrake@fmglaw.com>
Date Fri 12/6/2024 5:36 PM
To Connie Spears <connie.spears@fmglaw.com>
Cc stefinchapman@outlook.com <stefinchapman@outlook.com>; Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>

Please send me file marked copies of everything. I did not receive any notice from the court. Please make sure that I am listed as a lawyer on the case with my email address so that I get everything that's filed. Thank you.

Marc

Marc J Shrake
310-892-3759

Mobile phone communication. Please excuse brevity and typos.

On Dec 6, 2024, at 18:23, Connie Spears <connie.spears@fmglaw.com> wrote:

Mr. Stephen Chapman, attached for electronic email service, please find the following documents:

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
CIVIL COVER SHEET
CERTIFICATE AND NOTICE OF INTERESTED PARTIES
DECLARATION OF KRISTIN INGULSRUD IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441

Hard copies will follow via U.S. Mail.

Thank you
Connie Spears
Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: 213-615-7046
Email: connie.spears@fmglaw.com
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)

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3/31/25, 12:29 AM Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684 - Stephen Chapman - Outlook

 Outlook

Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684

From: Connie Spears <connie.spears@fmglaw.com>

Date: Fri 12/6/2024 4:24 PM

To: stefinchapman@outlook.com <stefinchapman@outlook.com>

Cc: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>; Marc J. Shrake <MShrake@fmglaw.com>

 5 attachments (2 MB)

2024-12-06 Civil Cover Sheet.pdf; 2024-12-06 Notice of Removal.pdf; 2024-12-06 Notice of Interested.pdf; 2024-12-06 Declaration of Ingulsrud.pdf; 2024-12-06 SIGNED Dec of Rubin.pdf;

Mr. Stephen Chapman, attached for electronic email service, please find the following documents:

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
CIVIL COVER SHEET
CERTIFICATE AND NOTICE OF INTERESTED PARTIES
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DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441

Hard copies will follow via U.S. Mail.

Thank you

Connie Spears

Legal Secretary

Freeman Mathis & Gary, LLP

550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631

D: [213-615-7046](tel:213-615-7046)

Email: connie.spears@fmglaw.com

www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)



Freeman
Mathis & Gary LLP
When It Counts

AZ | CA | CO | CT | DE | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX | WA

[Please read this important notice and confidentiality statement](#)

2/24/25, 6:36 PM Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684 - Stephen Chapman - Outl...

<image002.png>

AZ | CA | CO | CT | DE | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX | WA
[Please read this important notice and confidentiality statement](#)

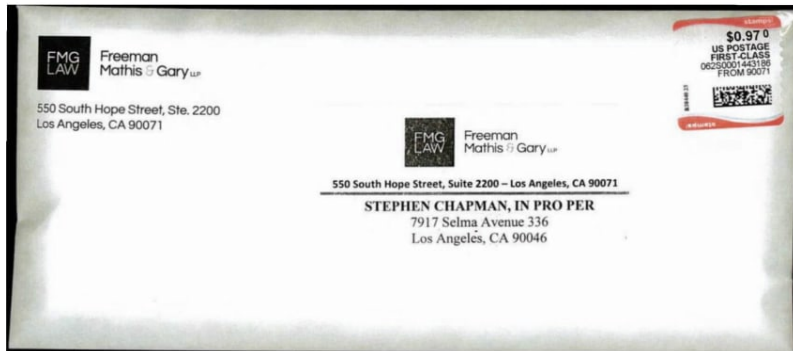
<2024-12-06 Civil Cover Sheet.pdf>
<2024-12-06 Notice of Removal.pdf>
<2024-12-06 Notice of Interested.pdf>
<2024-12-06 Declaration of Ingulsrud.pdf>
<2024-12-06 SIGNED Dec of Rubin.pdf>

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2/2

4

55



5

1 FREEMAN MATHIS & GARY, LLP
2 Marc J. Shrake, SBN 219331
3 mshrake@fmglaw.com
4 Kristin A. Ingulsrud, SBN 294532
5 kristin.ingulsrud@fmglaw.com
6 550 South Hope Street, Suite 2200
7 Los Angeles, CA 90071
8 T.: 213.615.7000 | F: 833.264.2083

9 Attorneys for Defendant Horace Mann Property
10 and Casualty Insurance Company

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 STEPHEN CHAPMAN,

14 Plaintiff,

15 v.

16 HORACE MANN PROPERTY &
17 CASUALTY INSURANCE
18 COMPANY,

19 Defendant.

Case No.
District Judge:

**DECLARATION OF MATTHEW
RUBIN IN SUPPORT OF NOTICE
OF REMOVAL OF ACTION
UNDER 28 U.S.C. § 1441; EXHIBIT
1**

*[Filed concurrently with Declaration of
Kristin Ingulsrud; Notice of Removal;
Civil Cover Sheet; Notice of Interested
Parties]*

State Complaint Filed: October 24, 2024
Removal Filed: December 6, 2024

21 I, Matthew Rubin, hereby declare as follows:

22 I am Vice President Property and Casualty Underwriting and Operations and, in
23 this position, I have knowledge of, among other things, policy issuances, renewals,
24 and cancellations on behalf of Horace Mann Property and Casualty Insurance
25 Company ("Horace Mann"). I have personal knowledge of the matters stated herein
26 based upon my review of business records. If called upon to testify, I would and could
27 competently do so.

28 2. Attached as Exhibit 1 is a true and correct copy (but with redactions to

Freeman Mathis
& Gary, LLP
Attorneys at Law

DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL

01

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1 protect personal information) of the Renewal California Personal Auto Declarations
2 sent to Stephen Chapman for Policy No. 65000544570102 for the policy period
3 7/10/2022 to 1/10/2023, subject to payment of the required premium.

4 I declare under penalty of perjury and under the laws of the United States and
5 the State of California that the foregoing is true and correct to the best of my
6 knowledge and belief.

7 Executed this 6 day of December, 2024 at Springfield, Illinois.

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Matthew Rubin

Freeman Mathis
& Gery, LLP
Attorneys at Law

DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL

02

EXHIBIT 1



Renewal California Personal Auto Declarations
Horace Mann Property and Casualty Insurance Company

00000A040007

Named insured(s):
STEPHEN CHAPMAN

REDACTED

Policy #: REDACTED

Effective date: 07/10/2022
(05:01 a.m. local time)

Expiration date: 01/10/2023
(12:01 a.m. local time)

Agent:

REDACTED
REDACTED

Insured by:

Horace Mann Property and Casualty Insurance Company
P.O. Box 19463
Springfield, IL 62794-9463

Driver(s)

STEPHEN CHAPMAN

Policy level coverages

Bodily Injury Liability	\$100,000/\$300,000 (Per person/Per accident)
Property Damage Liability	\$100,000 (Per accident)
Medical Payments	\$5,000 (Per insured)
Accidental Death, Dismemberment and Loss of Sight	Declined
Uninsured/Underinsured Motor Vehicle Bodily Injury	\$100,000/\$300,000 (Per person/Per accident)
	Premium for policy level coverages

Premiums

REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED

Vehicle level coverages

2017 Porsche MACAN S AWD,
Garaging ZIP: REDACTED

Uninsured Motor Vehicle Property Damage	Rejected
Other Than Collision	\$500 deductible
Collision	\$500 deductible
Emergency Road Service	Declined
Rental Reimbursement	\$70 per day/maximum 30 days
Additional or Custom Equipment	Declined
Better Car Replacement	Declined
	Premium for vehicle level coverages

REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED

Discounts and surcharges

Premium summary

Total vehicle premium
Investigation and Prosecution of Fraudulent Automobile
Insurance Claims Fee
Consumer Services Fee

REDACTED
REDACTED
REDACTED
REDACTED

CL-V52CA1 (12-20)

Page 1 of 2

1 Horace Mann Plaza, Springfield, IL 62715 - 800-999-1030

horacemann.com

Fraud Division and Organized Automobile Fraud Activity
Interdiction Program Fee

Total amount

REDACTED
REDACTED
REDACTED



This is not an invoice. An invoice or billing notification will be sent separately in the coming weeks.

Forms and endorsements applicable to this policy

CCN00CA1 12 20 PERSONAL AUTO POLICY CALIFORNIA

Lienholder/Loss Payee/Lessor

None

Please read your policy carefully. This insurance policy is a legal contract between you and the company. For service call your agent, visit horacemann.com or call 800-999-1030. To report a claim call 800-999-1030 or visit horacemann.com.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of December, 2024, I served the foregoing document described as **DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441; EXHIBIT 1** via email and U.S. Mail, on the interested parties in this action as follows:

STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 stefinchapman@outlook.com	
---	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

1 **FREEMAN MATHIS & GARY, LLP**

2 Marc Shrake, SBN 219331

3 mshrake@fmglaw.com

4 Kristin A. Ingulsrud, SBN 294532

5 kristin.ingulsrud@fmglaw.com

6 550 South Hope Street, Suite 2200

7 Los Angeles, California 90071

8 T.: 213.615.7000 | F: 833.264.2083

9 Attorneys for Defendant Horace Mann Property
10 and Casualty Insurance Company

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 STEPHEN CHAPMAN,

14 Plaintiff,

15 v.

16 HORACE MANN PROPERTY &
CASUALTY INSURANCE
COMPANY,

17 Defendant.

Case No.
District Judge:

**DECLARATION OF KRISTIN A.
INGULSRUD IN SUPPORT OF
NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. § 1441;
EXHIBITS A-C**

*[Filed concurrently with Notice of
Removal; Declaration of Matthew
Rubin; Civil Cover Sheet; Notice of
Interested Parties]*

State Complaint Filed: October 24, 2024
Removal Filed: December 6, 2024

21 I, Kristin A. Ingulsrud, Esq., hereby declare as follows:

22 I am an attorney admitted to practice in all of the courts in the State of California.

23 I am an attorney with the law firm Freeman Mathis & Gary, LLP, counsel of record
24 for Defendant Horace Mann Property and Casualty Insurance Company ("Horace
25 Mann") in this litigation. Unless otherwise noted, the following is based on my
26 personal knowledge. If called as a witness, I could and would competently testify to
27 the facts contained herein. I submit this declaration in support of Horace Mann's
28 Notice of Removal of Action.

Freeman Mathis
& Gary, LLP
Attorneys at Law

DECLARATION OF KRISTIN A. INGULSRUD

1 2. Horace Mann was served in this action on November 8, 2024. A true and
2 correct copy of Plaintiff's Complaint in this action, filed on October 24, 2024, is
3 attached hereto as Exhibit A. Also included in Exhibit A is a true and correct copy
4 of Plaintiff's First Amended Complaint, filed on November 14, 2024.

5 3. To the best of my knowledge, the Complaint and First Amended
6 Complaint contained in Exhibit A, and the other related documents, constitute all
7 process, pleadings, orders, and other documents received by Horace Mann to date in
8 this action.

9 4. The Answer filed by Horace Mann in the Los Angeles County Superior
10 Court and served on all parties is attached hereto as Exhibit B.

11 5. Horace Mann is a corporation organized and existing under the laws of
12 the state of Illinois, with its principal place of business in Springfield, Illinois. Horace
13 Mann is, and was as of October 2024, a resident and citizen of the state of Illinois and
14 of the United States. A true and correct copy of the Illinois Department of Insurance's
15 business page for Horace Mann is attached hereto as Exhibit C.

16 I declare under penalty of perjury and under the laws of the United States and
17 California that the foregoing is true and correct to the best of my knowledge and belief.

18 Executed this 6th day of December, 2024 at Los Angeles, California.

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21 /s/ Kristin A. Ingulsrud
22 Kristin A. Ingulsrud
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Freeman Mathis
& Gary, LLP
Attorneys at Law

DECLARATION OF KRISTIN A. INGULSRUD

EXHIBIT A

77

29 **INTRODUCTION**

30 Plaintiff Stephen Chapman brings this action against Defendant Horace Mann Property & Casualty
31 Insurance Company for breach of contract, bad faith denial of insurance benefits, fraud, and other causes
32 of action related to Defendant's improper handling of Plaintiff's insurance claim.

33 **PARTIES**

34 Plaintiff **Stephen Chapman** is an individual residing in Los Angeles County, California.
35 Defendant **Horace Mann Property & Casualty Insurance Company** is a corporation organized under
36 the laws of Illinois and authorized to conduct business in California, including the issuance of
37 automobile insurance policies.

38 **JURISDICTION AND VENUE**

39 This Court has jurisdiction over this action under **Article VI, Section 10 of the California**
40 **Constitution**, as the amount in controversy exceeds the minimum jurisdictional requirement of the
41 Superior Court. Venue is proper in this Court under **California Code of Civil Procedure § 395(a)**
42 because Defendant conducts substantial business in Los Angeles County, and Plaintiff's causes of action
43 arose in Los Angeles County.

44 **FACTUAL ALLEGATIONS**

45 On or about **January 6th, 2022**, Plaintiff purchased an auto insurance policy from Defendant
46 (**policy/account number 65000544570101**), covering his 2017 Porsche Macan S AWD, with a
47 premium of **\$1,252.58** for a six-month term. Plaintiff made all required premium payments, including:

- 48 • **January 6, 2022:** \$213.71 [Payment withheld & processed 01/27/2022 by the insurer]
- 49 • **March 16, 2022:** \$269.66
- 50 • **April 18, 2022:** \$269.65
- 51 • **May 17, 2022:** \$269.67
- 52 • **June 16, 2022:** \$531.50 (resulting in a credit balance of \$307.31).

53 On or around January 24th, 2022 per the defendant, an internal system errors occurred at Horace Mann
54 which prompted a request for the plaintiff's signature on a new policy/account number
55 (**65000544570102**) with the same terms, conditions, and coverages as the initial policy; **back-dated to**
56 **January 10th 2022**. At this time, the defendant communicated that there would be no-cost for coverages

from January 10th 2022 to January 24th 2022. Subsequently, on January 27th 2022 the initial payment that was paid by the plaintiff on January 6th was processed.

Policy (65000544570102) was renewed for a new term from **July 10, 2022, to January 10, 2023**, with a renewal premium of \$1,566.48. The Plaintiff's payment made on June 15, 2022 exceeded the premium due on 07/15/2022, resulting in no past-due balance as purported by the defendant.

Despite Plaintiff's timely payments and credit balance, Defendant wrongfully canceled Plaintiff's policy on **August 15, 2022**, citing non-payment. Defendant presented redacted transaction records as evidence of declined payments, which Plaintiff later discovered were fraudulent, showing account numbers that did not match Plaintiff's account. Defendant also failed to properly notify Plaintiff of the cancellation as required by **California Insurance Code § 662**. A recorded phone call with a **Horace Mann** agent revealed that procedural irregularities had occurred, with the agent admitting that another review was required and suggesting that the initial cancellation was flawed. As a result of Defendant's wrongful actions, Plaintiff suffered financial losses, including medical expenses, lost wages, and emotional distress.

CAUSES OF ACTION

FIRST CAUSE OF ACTION: Breach of Contract

Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Plaintiff entered into a valid contract with Defendant under policy number 65000544570102, and Plaintiff fully performed by making timely payments.

Defendant breached the contract by:

- Wrongfully canceling Plaintiff's policy despite timely payments;
- Failing to properly notify Plaintiff of the cancellation as required under **California Insurance Code § 662**;
- Failing to honor Plaintiff's legitimate insurance claim following an accident in November 2022.

As a result of Defendant's breach, Plaintiff suffered damages including lost wages, medical expenses, and policy benefits.

SECOND CAUSE OF ACTION: Bad Faith Denial of Insurance Benefits

Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant owed Plaintiff a duty of good faith and fair dealing under the insurance contract. Defendant breached this duty by wrongfully canceling Plaintiff's policy and denying his claim, acting in bad faith and violating California Insurance Code § 1861.03. As a result of Defendant's bad faith conduct, Plaintiff suffered financial losses, emotional distress, and lost benefits.

THIRD CAUSE OF ACTION: Fraud and Intentional Misrepresentation

Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant knowingly made false representations regarding Plaintiff's policy status, including falsified transaction records and claims of declined payments. Defendant presented fraudulent records to Plaintiff and the California Department of Insurance to justify the wrongful cancellation. Defendant's fraudulent conduct was intended to deceive Plaintiff, causing Plaintiff financial harm and emotional distress.

FOURTH CAUSE OF ACTION: Negligent Misrepresentation

Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant negligently misrepresented the status of Plaintiff's payments, policy, and coverage through its agents. These misrepresentations caused Plaintiff financial losses and emotional distress.

FIFTH CAUSE OF ACTION: Breach of Fiduciary Duty

Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant owed Plaintiff a fiduciary duty to act in good faith and exercise reasonable care in handling his policy and claims. Defendant breached this duty by wrongfully canceling the policy, misrepresenting payment records, and failing to properly investigate Plaintiff's claims. As a result, Plaintiff suffered financial harm and emotional distress.

SIXTH CAUSE OF ACTION: Malfeasance

Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant engaged in malfeasance, including submitting fraudulent documents and misrepresenting payment status to justify wrongful cancellation. This conduct caused Plaintiff significant financial losses and emotional distress.

SEVENTH CAUSE OF ACTION: Oppressive Conduct

111 Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant's actions in
112 falsifying records, mishandling payments, and wrongfully canceling Plaintiff's policy constitute
113 oppressive misconduct. Defendant acted with malicious intent to deny Plaintiff his rightful benefits.

114 **EIGHTH CAUSE OF ACTION: Violation of California Insurance Code § 662**

115 Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant violated
116 **California Insurance Code § 662** by failing to send proper notice of cancellation to Plaintiff's
117 correct address. This violation resulted in financial harm and emotional distress to Plaintiff.

118 **NINTH CAUSE OF ACTION: Violation of California Business & Professions Code § 17200**

119 Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant engaged in
120 fraudulent and unfair business practices, violating **California Business & Professions Code § 17200**.

121 Plaintiff is entitled to damages for Defendant's unfair and deceptive conduct.

122 **TENTH CAUSE OF ACTION: Intentional Infliction of Emotional Distress (IIED)**

123 Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant's conduct,
124 including falsifying records and canceling the policy, was extreme and outrageous, causing Plaintiff
125 severe emotional distress.

126 **ELEVENTH CAUSE OF ACTION: Negligent Infliction of Emotional Distress (NIED)**

127 Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Defendant's negligent
128 handling of Plaintiff's payments and policy caused foreseeable emotional distress.

129 **PRAYER FOR RELIEF**

130 **WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

- 131 1. For compensatory damages in an amount to be determined at trial;
132 2. For punitive damages for Defendant's fraudulent, malicious, and oppressive conduct;
133 3. For consequential damages for emotional distress;
134 4. For attorney's fees and costs under **California Code of Civil Procedure § 1021.5**;
135 5. For interest on damages as allowed by law;
136 6. For any other relief the Court deems just and proper.

137 **EXHIBITS**

- 138 • **Exhibit A:** Payment records (page intentionally left blank for later inclusion).

- ~~DATED: 11.10.2024~~

6

Exh. A - 8

1 STEPHEN CHAPMAN
2 7917 SELMA AVE 336
3 LOS ANGELES, CA, 90046
4 (619)550-7543
5 n/a
6 Stefinchapman@outlook.com
7 STEPHEN CHAPMAN, IN PRO PER

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/24/2024 3:42 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 STEPHEN CHAPMAN) Case No.: **24STCV27908**
12 Plaintiff(s),)
13) **COMPLAINT FOR BREACH OF**
14) **CONTRACT, BAD FAITH DENIAL OF**
15) **INSURANCE BENEFITS, FRAUD, AND**
16) **RELATED CAUSES OF ACTION**
17)
18 vs.)
19)
20 HORACE MANN PROPERTY &)
21 CASUALTY INSURANCE COMPANY)
22) DATE:10.23.2024
23) TIME: 1539
24 Defendant(s).)
25) DEPT: CIVIL UNLIMITED
26)
27)
28)

20 This action arises from the wrongful cancellation of Plaintiff Stephen Chapman's auto insurance
21 policy by Horace Mann Property & Casualty Insurance Company ("Horace Mann"), despite
22 Plaintiff's timely payments and credit balance. Horace Mann engaged in systematic bad faith
23 insurance practices, including fraudulent misrepresentations, malfeasance, oppressive conduct, and
24 wrongful cancellation of Plaintiff's policy. Plaintiff seeks compensatory and punitive damages.
25 On October 21, 2024, Plaintiff initially filed this Complaint with the Court. However, it was
26 rejected due to formatting issues and non-compliance with CRC Rule 2.100-2.141. This current
27 version of the Complaint has been refiled to address the procedural issues while maintaining the
28 same claims and causes of action.

Page 1

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 9

29 **PARTIES**

30 Plaintiff, **Stephen Chapman** is an individual residing in Los Angeles County, California.
31 Defendant, **Horace Mann Property & Casualty Insurance Company** is a corporation
32 organized under the laws of Illinois and authorized to conduct business in California, including
33 the issuance of automobile insurance policies.

34 **JURISDICTION AND VENUE**

35 This Court has jurisdiction over this action under Article VI, Section 10 of the California
36 Constitution, as the amount in controversy exceeds the minimum jurisdictional requirement of
37 the Superior Court.
38 Venue is proper in this Court under California Code of Civil Procedure § 395(a) because
39 Defendant conducts substantial business in Los Angeles County, and Plaintiff's causes of action
40 arose in Los Angeles County.

41 **FACTUAL ALLEGATIONS**

42 On or about January 10, 2022, Plaintiff purchased an auto insurance policy from Defendant
43 (policy/account number 65000544570102), covering his 2017 Porsche Macan S AWD, with a
44 premium of \$1,252.58 for a six-month term \$1,246.88 after AAA discount.

45 Plaintiff made all required premium payments, including:

- 46 • January 6, 2022: \$213.71 [Payment withheld & processed on 01/27/2022 by the insurer]
- 47 • March 16, 2022: \$269.66
- 48 • April 18, 2022: \$269.65
- 49 • May 17, 2022: \$269.67
- 50 • June 16, 2022: \$531.50 (resulting in a credit balance of \$325.30).

Page 2

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 10

51 The policy was renewed for a new term from July 10, 2022, to January 10, 2023, with a renewal
52 premium of approximately \$270.00 -which the Plaintiff's credit balanced covered, thus leaving
53 no late or past-due balance.

54 Despite Plaintiff's timely payments and credit balance, Defendant wrongfully canceled
55 Plaintiff's policy on August 15, 2022, citing non-payment.
56 Defendant presented redacted transaction records as evidence of declined payments, which
57 Plaintiff later discovered were fraudulent, showing account numbers that did not match
58 Plaintiff's account. Defendant also failed to properly notify Plaintiff of the cancellation as
59 required by California Insurance Code § 662.

60 A recorded phone call with a Horace Mann agent revealed that procedural irregularities had
61 occurred, with the agent admitting that another review was required and suggesting that the
62 initial cancellation was flawed.

63 As a result of Defendant's wrongful actions, Plaintiff suffered financial losses, including
64 medical expenses, lost wages, and emotional distress.

65 **FIRST CAUSE OF ACTION: Breach of Contract**

66 Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

67 Plaintiff entered into a valid contract with Defendant under policy number 65000544570102.

68 Plaintiff fully performed by making timely payments.

69 Defendant breached the contract by:

- 70 • Wrongfully canceling Plaintiff's policy despite timely payments;
- 71 • Failing to properly notify Plaintiff of the cancellation as required under California
- 72 Insurance Code § 662;

Page 3

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 11

- Failing to honor Plaintiff's legitimate insurance claim following an accident in November 2022.

As a result of Defendant's breach, Plaintiff suffered damages including lost wages, medical expenses, and policy benefits.

SECOND CAUSE OF ACTION: Bad Faith Denial of Insurance Benefits

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant owed Plaintiff a duty of good faith and fair dealing under the insurance contract.

Defendant breached this duty by wrongfully canceling Plaintiff's policy and denying his claim, acting in bad faith and violating California Insurance Code § 1861.03.

As a result of Defendant's bad faith conduct, Plaintiff suffered financial losses, emotional distress, and lost benefits.

THIRD CAUSE OF ACTION: Fraud and Intentional Misrepresentation

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant knowingly made false representations regarding Plaintiff's policy status, including falsified transaction records and claims of declined payments.

Defendant presented fraudulent records to Plaintiff and the California Department of Insurance to justify the wrongful cancellation.

Defendant's fraudulent conduct was intended to deceive Plaintiff, causing Plaintiff financial harm and emotional distress.

FOURTH CAUSE OF ACTION: Negligent Misrepresentation

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant negligently misrepresented the status of Plaintiff's payments, policy, and coverage through its agents.

Page 4

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 12

96 These misrepresentations caused Plaintiff financial losses and emotional distress.

97 **FIFTH CAUSE OF ACTION: Breach of Fiduciary Duty**

98 Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

99 Defendant owed Plaintiff a fiduciary duty to act in good faith and exercise reasonable care in
100 handling his policy and claims.

101 Defendant breached this duty by wrongfully canceling the policy, misrepresenting payment
102 records, and failing to properly investigate Plaintiff's claims.

103 As a result, Plaintiff suffered financial harm and emotional distress.

104 **SIXTH CAUSE OF ACTION: Malfesance**

105 Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

106 Defendant engaged in malfesance, including submitting fraudulent documents and
107 misrepresenting payment status to justify wrongful cancellation.

108 This conduct caused Plaintiff significant financial losses and emotional distress.

109 **SEVENTH CAUSE OF ACTION: Oppressive Conduct**

110 Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

111 Defendant's actions in falsifying records, mishandling payments, and wrongfully canceling
112 Plaintiff's policy constitute oppressive misconduct.

113 Defendant acted with malicious intent to deny Plaintiff his rightful benefits.

114 **EIGHTH CAUSE OF ACTION: Violation of California Insurance Code § 662**

115 Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

116 Defendant violated California Insurance Code § 662 by failing to send proper notice of
117 cancellation to Plaintiff's correct address.

118 This violation resulted in financial harm and emotional distress to Plaintiff.

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Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 13

NINTH CAUSE OF ACTION: Violation of California Business & Professions Code §

17200

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant engaged in fraudulent and unfair business practices, violating California Business & Professions Code § 17200.

Plaintiff is entitled to damages for Defendant's unfair and deceptive conduct.

TENTH CAUSE OF ACTION: Intentional Infliction of Emotional Distress (IIED)

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant's conduct, including falsifying records and canceling the policy, was extreme and outrageous, causing Plaintiff severe emotional distress.

ELEVENTH CAUSE OF ACTION: Negligent Infliction of Emotional Distress (NIED)

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant's negligent handling of Plaintiff's payments and policy caused foreseeable emotional distress.

PRAYER FOR RELIEF:

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

Compensatory damages for lost wages, medical expenses, and insurance benefits;

Punitive damages for Defendant's fraudulent, malicious, and oppressive conduct;

Consequential damages for emotional distress;

Attorney's fees and costs under California Code of Civil Procedure § 1021.5;

Interest on damages as allowed by law;

Any other relief the Court deems just and proper.

EXHIBITS

Page 6

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 14

142 **Exhibit A:** Payment records (page intentionally left blank for later inclusion).
143 **Exhibit B:** Fraudulent transaction records (page intentionally left blank for later inclusion).
144 **Exhibit C:** Phone call transcriptions (page intentionally left blank for later inclusion).
145 **Exhibit D:** Medical and therapy records (page intentionally left blank for later inclusion).

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156 **DATED:** 10.23.2024

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160 STEPHEN CHAPMAN
161 In Pro Per
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Page 2
Page 7

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Exh. A - 15

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Exh. A - 16

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Page 6

Complaint for Breach of Contract, Bad Faith, Fraud, and Related Causes of Action

Page 2

Exh. A - 17

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EXHIBIT B

1 FREEMAN MATHIS & GARY, LLP
2 Marc J. Shrake, SBN 219331
3 mshrake@fmglaw.com
4 Kristin A. Ingulsrud, SBN 294532
5 kristin.ingulsrud@fmglaw.com
6 550 South Hope Street, Suite 2200
7 Los Angeles, CA 90071
8 T.: 213.615.7000 | F: 833.264.2083

9 Attorneys for Defendant Horace Mann Property
10 and Casualty Insurance Company

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 STEPHEN CHAPMAN,

15 Plaintiff,

16 v.

17 HORACE MANN PROPERTY &
18 CASUALTY INSURANCE
19 COMPANY,

20 Defendant,

CASE NO. 24STCV27909

Honorable Michael Shultz
Department 40

21 **ANSWER OF HORACE MANN PROPERTY AND**
22 **CASUALTY INSURANCE COMPANY TO FIRST**
23 **AMENDED COMPLAINT**

24 Complaint filed: October 24, 2024
25 First Amended Complaint filed: November 14, 2024
26 Trial Date: None

27
28 Defendant HORACE MANN PROPERTY AND CASUALTY INSURANCE
COMPANY ("Horace Mann") answers the First Amended Complaint ("Complaint") filed by
Plaintiff STEPHEN CHAPMAN ("Chapman") as follows:

GENERAL DENIAL

Under California Code of Civil Procedure § 431.30(d), Horace Mann denies each and
every allegation and claim in the Complaint, all and singular, general and specific, and denies
that Chapman has been damaged, or has sustained any injury, damages, or loss, by reason of
any act or omission by Horace Mann or its agents, representative servants, or employees.

//

1 **AFFIRMATIVE DEFENSES**

2 Horace Mann raises each of the following affirmative defenses to each and every cause
3 of action, claim, act or omission alleged against it. Horace Mann alleges the following
4 affirmative defenses without assuming the burden of proof for any of them where the law does
5 not place the burden on Horace Mann.

6 **FIRST AFFIRMATIVE DEFENSE**

7 **(No Contract of Insurance)**

8 Horace Mann denies that an insurance policy was in effect as alleged by Chapman
9 because *inter alia* Chapman did not pay the premium required to purchase a policy.

10 **SECOND AFFIRMATIVE DEFENSE**

11 **(Arbitration)**

12 Horace Mann denies that an insurance policy was in effect as alleged by Chapman.
13 Subject to and without waiving this denial, to the extent a valid contract of insurance is found
14 as alleged, the Complaint and each cause of action would be barred or limited by an arbitration
15 provision and California Insurance Code § 11580.2.

16 **THIRD AFFIRMATIVE DEFENSE**

17 **(Failure to Comply with Contract Terms and Conditions)**

18 Horace Mann denies that an insurance policy was in effect as alleged by Chapman.
19 Subject to and without waiving this denial, to the extent a valid contract of insurance is found
20 as alleged, the Complaint and each cause of action would be barred because Chapman has not
21 complied with the terms and conditions of any such alleged contract.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 **(Breach of Contract and Implied Covenant)**

24 Horace Mann denies that an insurance policy was in effect as alleged by Chapman.
25 Subject to and without waiving this denial, to the extent a valid contract of insurance is found
26 as alleged, the Complaint and each cause of action would be barred because Chapman breached
27 the contract and the implied covenant of good faith and fair dealing.

28 //

FIFTH AFFIRMATIVE DEFENSE

(Prevention of Performance)

Horace Mann denies that an insurance policy was in effect as alleged by Chapman. Subject to and without waiving this denial, to the extent a valid contract of insurance is found as alleged, the Complaint and each cause of action would be barred by Chapman's prevention of Horace Mann from performing under any such contract.

SIXTH AFFIRMATIVE DEFENSE

(Recovery Precluded by Terms and Conditions of Contract that is Alleged)

Horace Mann denies that an insurance policy was in effect as alleged by Chapman. Subject to and without waiving this denial, to the extent a valid contract of insurance is found as alleged, the Complaint and each cause of action would be barred by the terms and conditions of any such contract.

SEVENTH AFFIRMATIVE DEFENSE

(Full Performance and Discharge of Obligations)

Horace Mann denies that an insurance policy was in effect as alleged by Chapman. Subject to and without waiving this denial, to the extent a valid contract of insurance is found as alleged, the Complaint and each cause of action would be barred because Horace Mann has completed and fully performed and discharged any and all obligations and legal duties.

EIGHTH AFFIRMATIVE DEFENSE

(Substantial Compliance)

Horace Mann denies that an insurance policy was in effect as alleged by Chapman. Subject to and without waiving this denial, to the extent a valid contract of insurance is found as alleged, the Complaint and each cause of action would be barred because Horace Mann has substantially met any and all obligations and legal duties.

NINTH AFFIRMATIVE DEFENSE

(No Injury, Damage, or Loss)

The Complaint and the purported causes of action are barred in whole or in part because Chapman has not been injured or damaged and did not sustain any loss as a proximate result

1 of any act or omission, if any, for which Horace Mann is responsible, if any.

2 **TENTH AFFIRMATIVE DEFENSE**

3 **(Offset/Credit)**

4 In the event there is a finding of damages for Chapman, such damages must be offset
5 to the extent Chapman received monetary benefits from collateral sources and by the amounts
6 Chapman owes to Horace Mann and the credits and offsets to which Horace Mann is entitled
7 from Chapman.

8 **ELEVENTH AFFIRMATIVE DEFENSE**

9 **(Other Insurers and Other Insurance)**

10 Horace Mann denies that an insurance policy was in effect as alleged by Chapman.
11 Subject to and without waiving this denial, to the extent a valid contract of insurance is found
12 as alleged, the Complaint and each cause of action would be barred or limited based on
13 principles and doctrines of contribution, indemnity, subrogation, equitable subrogation,
14 allocation, or apportionment.

15 **TWELFTH AFFIRMATIVE DEFENSE**

16 **(Other Recoveries)**

17 Horace Mann denies that an insurance policy was in effect as alleged by Chapman.
18 Subject to and without waiving this denial, to the extent a valid contract of insurance is found
19 as alleged, the Complaint and each cause of action would be barred or limited based on
20 amounts collected by Chapman from other persons or entities.

21 **THIRTEENTH AFFIRMATIVE DEFENSE**

22 **(Failure to Mitigate)**

23 The Complaint and each purported cause of action are barred because Chapman failed
24 to mitigate, minimize, or avoid any of the damages alleged.

25 **FOURTEENTH AFFIRMATIVE DEFENSE**

26 **(Speculative Damages)**

27 Without admitting that Chapman was in any way damaged, if he were, the Complaint
28 and each purported cause of action are barred because any alleged losses or damages are

1 speculative, vague, based on guess-work and conjecture, and impossible to ascertain or
2 allocate.

3 **FIFTEENTH AFFIRMATIVE DEFENSE**

4 **(Comparative Fault)**

5 Without admitting that Chapman was in any way damaged, if he were, any alleged loss
6 or damage was proximately caused by the comparative or contributory fault and negligence of
7 Chapman and his agents and representatives.

8 **SIXTEENTH AFFIRMATIVE DEFENSE**

9 **(Conduct of Third Parties)**

10 Without admitting that Chapman was in any way damaged, if he were, any alleged loss
11 or damage was caused by the acts of persons or entities other than Horace Mann.

12 **SEVENTEENTH AFFIRMATIVE DEFENSE**

13 **(Failure to Cooperate)**

14 The Complaint and each purported cause of action are barred to the extent Chapman
15 failed to cooperate with Horace Mann's attempts to investigate Chapman's claim.

16 **EIGHTEENTH AFFIRMATIVE DEFENSE**

17 **(Misrepresentation or Concealment)**

18 To the extent that Chapman made a material misrepresentation or concealed any
19 material fact during the claim or in connection with an insurance application, the Complaint
20 and each purported cause of action would be barred.

21 **NINETEENTH AFFIRMATIVE DEFENSE**

22 **(Unjust Enrichment)**

23 The Complaint and each purported cause of action are barred by the equitable doctrine
24 of unjust enrichment.

25 **TWENTIETH AFFIRMATIVE DEFENSE**

26 **(Waiver)**

27 Chapman knowingly, voluntarily, and willingly waived any rights he may otherwise
28 have had against Horace Mann.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Estoppel)

The Complaint and each purported cause of action are barred by the equitable doctrine of estoppel.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Unclean Hands)

The Complaint and each purported cause of action are barred by the equitable doctrine of unclean hands to the extent Chapman engaged in wrongful conduct with respect to the activities and events referenced in the Complaint.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Laches)

Chapman's claims against Horace Mann are barred by the equitable doctrine of laches.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Due Process)

The Complaint's demand for punitive damages violates Horace Mann's rights to procedural due process under the Fourteenth Amendment to the United States Constitution and the Constitution of the State of California and, therefore, fails to state a basis upon which punitive damages may be awarded.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

The Complaint is barred by any applicable statute of limitations, including without limitation California Code of Civil Procedure §§ 337(1), 338(a) and (d), 339(1), 340, and 343.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Additional Unknown Defenses/Reservation of Rights)

Horace Mann may have other affirmative defenses of which it is currently unaware and reserves the right to allege additional affirmative defenses during the course of this litigation.

//

//

PRAYER FOR RELIEF


Wherefore, Horace Mann prays for relief as follows:

1. That the Complaint be dismissed, with prejudice, and in its entirety;
2. That Chapman take nothing;
3. For costs, attorney's fees, and such other and further relief as the Court may deem just and proper.

Respectfully submitted,

DATED: December 5, 2024

FREEMAN MATHIS & GARY, LLP



Marc J. Shrake
Kristin A. Ingulsrud
Attorneys for Defendant Horace Mann Property
and Casualty Insurance Company

PROOF OF SERVICE

Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909

I am over 18 years of age and not a party to this action. I am employed in Los Angeles, California. My business address is 550 S. Hope Street, Suite 2200, Los Angeles, California 90071, my email: connie.spears@fmglaw.com.

On December 5, 2024, I served a copy of the document(s) titled **ANSWER OF HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY TO FIRST AMENDED COMPLAINT** in the manner described below:

STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 stefinchapman@outlook.com	
---	--

- ☒ **(BY MAIL)** I deposited such envelope(s) in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of FREEMAN MATHIS & GARY, LLP and addressed as shown on the attached service list, for collection and delivery by FEDEX to receive said documents, with delivery fees provided for. I am readily familiar with the practices of FREEMAN MATHIS & GARY, LLP for collection and processing of documents for overnight delivery and said envelope(s) will be deposited for receipt by FEDEX on said date in the ordinary course of business.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope(s) to be delivered by hand to the offices of the addressee(s).
- ☒ **(BY E-MAIL)** I caused a copy of the document(s) to be sent from e-mail address connie.spears@fmglaw.com to the person(s) at the email address(es) listed in the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 5, 2024, at Houston, Texas.



Connie Spears

Freeman Mathis
& Gary, LLP
Attorneys at Law

PROOF OF SERVICE

Exh. B - 25

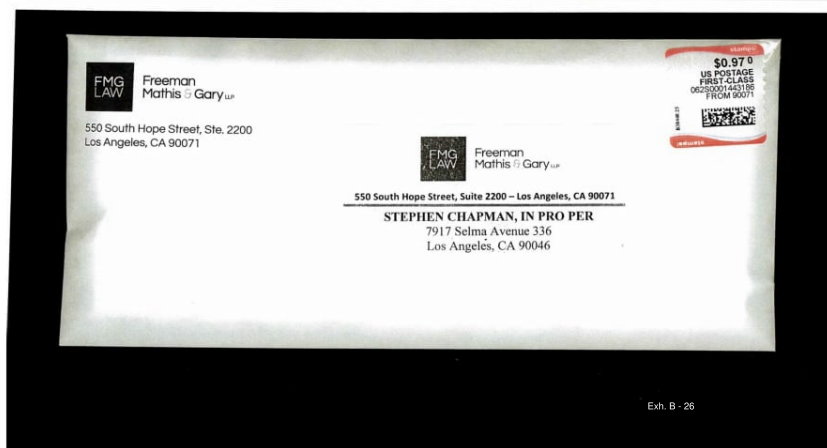


EXHIBIT C

11/28/24, 7:41 AM

Illinois Department of Insurance - Company Search



Legal Name: Horace Mann Property & Casualty Insurance Company
Company Type: P&C Domestic Stock
Domicile: Springfield, Illinois
Parent Company: Horace Mann Educators Corporation
Status: Active
FEIN: 95-2413390
NAIC Code: 300 22756
Incorporated Date: 3/25/1965

Addresses

Corporate Home	Administrative Mailing
1 Horace Mann Plaza Springfield, IL 62715 0001	1 Horace Mann Plaza Springfield, IL 62715

Phone Numbers

Business
(217) 789-2500

[... Back to Search Results](#)

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of December, 2024, I served the foregoing document described as **DECLARATION OF KRISTIN A. INGULSRUD IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441; EXHIBITS A-C** via email and U.S. Mail, on the interested parties in this action as follows:

STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 stefinchapman@outlook.com	
---	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

1 **FREEMAN MATHIS & GARY, LLP**

2 Marc J. Shrake, SBN 219331

3 mshrake@fmglaw.com

4 Kristin A. Ingulsrud, SBN 294532

5 kristin.ingulsrud@fmglaw.com

6 550 Sout Hope Street, Suite 2200

7 Los Angeles, California 90071

8 T.: 213.615.7000 | F: 833.264.2083

9 Attorneys for Defendant Horace Mann Property
10 and Casualty Insurance Company

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 STEPHEN CHAPMAN,

14 Plaintiff,

15 v.

16 HORACE MANN PROPERTY &
17 CASUALTY INSURANCE
18 COMPANY,

19 Defendant,

Case No.
District Judge:

**NOTICE OF INTERESTED
PARTIES PURSUANT TO LOCAL
RULE 7.1-1 AND FRCP RULE 7.1**

State Complaint Filed: October 24, 2024
Removal Filed: December 6, 2024

20 Defendant Horace Mann Property and Casualty Insurance Company ("Horace
21 Mann") certifies that it is a non-governmental corporation organized and existing
22 under the State of Illinois, with its principal place of business in Springfield, Illinois.
23 Horace Mann submits the following statement of its corporate interests and
24 affiliations pursuant to Local Rule 7.1-1 and Rule 7.1 of the Federal Rules of Civil
25 Procedure:

26 The undersigned, counsel of record for Horace Mann, certifies that the
27 following listed parties may have a pecuniary interest in the outcome of this case.
28 These representations are made to enable the Court to evaluate possible
disqualification or recusal.

Freeman Mathis
& Gary, LLP
Attorneys at Law

NOTICE OF INTERESTED PARTIES

- 1 1. Plaintiff Stephen Chapman is a citizen of the State of California and a
2 resident of Los Angeles County.
3 2. Defendant Horace Mann Property and Casualty Insurance Company.
4 The undersigned understands that under Federal Rule of Civil Procedure Rule
5 7.1, they must promptly file a supplemental statement upon any change in the
6 information that this statement requires.
7

8 Dated: December 6, 2024

FREEMAN MATHIS & GARY, LLP

9
10 By: /s/ Kristin Ingulsrud
11 Marc J. Shrake
12 Kristin A. Ingulsrud
13 Attorneys for Defendant
14 HORACE MANN PROPERTY AND
CASUALTY INSURANCE
COMPANY
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Freeman Mathis
& Gary, LLP
Attorneys at Law

NOTICE OF INTERESTED PARTIES

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of December, 2024, I served the foregoing document described as **NOTICE OF INTERESTED PARTIES PURSUANT TO LOCAL RULE 7.1-1 AND FRCP RULE 7.1** via email and U.S. Mail, on the interested parties in this action as follows:

STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 stefinchapman@outlook.com	
---	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself <input checked="" type="checkbox"/>)		DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)			
STEPHEN CHAPMAN		HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY			
(b) County of Residence of First Listed Plaintiff Los Angeles <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small>		County of Residence of First Listed Defendant Sangamon, Illinois <small>(IN U.S. PLAINTIFF CASES ONLY)</small>			
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543		Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Freeman Mathis & Gary, LLP Marc Shrake, mshrake@fmglaw.com; Kristin Ingulsrud, kingulsrud@fmglaw.com 550 S. Hope St, Suite 2200, Los Angeles, CA 90071 T: 213-615-7000			
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)			
<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)	Citizen of This State <input checked="" type="checkbox"/> 1 <input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business in This State <input type="checkbox"/> 4 <input type="checkbox"/> DEF 4		
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State <input type="checkbox"/> 2 <input type="checkbox"/> DEF 2	Incorporated and Principal Place of Business in Another State <input type="checkbox"/> 5 <input checked="" type="checkbox"/> DEF 5		
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> DEF 3	Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> DEF 6		
IV. ORIGIN (Place an X in one box only.)					
<input type="checkbox"/> 1. Original Proceeding	<input checked="" type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened		
		<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer		
			<input type="checkbox"/> 8. Multidistrict Litigation - Direct File		
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check "Yes" only if demanded in complaint.)					
CLASS ACTION under F.R.Cv.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ +75,000					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. §1332					
VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL INJURY	<input type="checkbox"/> 530 General	<input type="checkbox"/> New Drug Application
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	SOCIAL SECURITY
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 366 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 367 Health Care/ Pharmaceutical	<input type="checkbox"/> 445 American with Disabilities- Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV-11 (06/24)

CIVIL COVER SHEET

Page 1 of 3

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies; enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: <input checked="" type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino		INITIAL DIVISION IN CACD IS: Western Southern Eastern
QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? check one of the boxes to the right → B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2. YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? check one of the boxes to the right → C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) check one of the boxes to the right →	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2. YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓		
QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: →	INITIAL DIVISION IN CACD Western		
QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

CV-71 (06/24)

CIVIL COVER SHEET

Page 2 of 3

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

☒ NO ☐ YES

If yes, list case number(s): _____

If yes, you must file a Notice of Related Cases. See Local Rule 83-1.3.

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. STATEWIDE OR NATIONWIDE RELIEF: Does this case seek to bar or mandate enforcement of a state or federal law and seek declaratory or injunctive relief on a statewide or nationwide basis?

☒ NO ☐ YES

If yes, see Local Rule 83-11 for additional requirements.

XI. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): Kristin Ingulsrud

DATE: 12/06/2024

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of December, 2024, I served the foregoing document described as **CIVIL COVER SHEET** via email and U.S. Mail, on the interested parties in this action as follows:

STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 stefinchapman@outlook.com	
---	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

FREEMAN MATHIS & GARY, LLP
Marc J. Shrake, SBN 219331
mshrake@fmglaw.com
Kristin A. Ingulsrud, SBN 294532
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Attorneys for Defendant Horace Mann Property
and Casualty Insurance Company

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN,
Plaintiff,

v.

HORACE MANN PROPERTY &
CASUALTY INSURANCE
COMPANY,
Defendant,

Case No. 2:24-CV-10546-MWF-BFM
District Judge Michael W. Fitzgerald

**DEFENDANT HORACE MANN'S
OPPOSITION TO PLAINTIFF'S
"EX PARTE MOTION FOR
EQUITABLE TOLLING AND
REMAND"**

*[Filed concurrently with Declaration of
Kristin A. Ingulsrud]*

Horace Mann Property and Casualty Insurance Company ("Horace Mann")
submits this Opposition to Plaintiff's "Ex Parte Motion for Equitable Tolling and
Remand" [ECF No. 23]

The Court has already ruled in its Order of January 30, 2025, that "substantive
arguments as to why remand in this case is appropriate . . . are not properly raised in
an ex parte application and, instead, must be made according to regular noticed
motions procedures" [ECF No. 17 at p. 4]. Plaintiff's "Ex Parte Motion," filed just
22 days after that express ruling by the Court, should be denied on this basis alone.

**I. Plaintiff's "Ex Parte Motion" should be denied because it fails to comply
with the requirements for ex parte applications.**

Plaintiff's "Ex Parte Motion" should be denied on the sole basis that it does
not comply with any of the rules or the law governing *ex parte* applications. Horace

1 Mann has unnecessarily had to apply legal resources and costs to prepare a rush
2 response to comply with the time requirement for responding to an *ex parte*
3 application.

4 **A. The Court's Procedures**

5 The Court's Procedures and Schedules on the Central District's website
6 provide in part as follows:

7 *Ex parte* applications can be submitted for routine exceptions to the Local Rules. *Ex parte*
8 applications solely for extraordinary relief are rarely granted. *See Mission Power Engineering v.*
9 *Cont'l Casualty Co.*, 883 F. Supp. 488, 490-91 (C.D. Cal. 1995). . . . Both the e-mail to the Court and
10 the application should advise whether opposing counsel will be filing opposition. Applications that
11 fail to conform to Local Rule 7-19 and 7-19.1, including a statement of opposing counsel's position,
will not be considered. In addition to the requirements of Local Rules 7-19 and 7-19.1, the moving
party shall serve the opposing party by e-mail, facsimile transmission or personal service and shall
notify the opposing party that opposition papers must be filed no later than 24 hours (or one court
day) following such service. Sanctions may be imposed for misuse of *ex parte* applications.

12 An *ex parte* application is a "means of obtaining extraordinary relief and is
13 appropriate only in rare circumstances." Mission Power Eng'g Co. v. Continental
14 Cas. Co., 883 F. Supp. 488, 492 (C.D. Cal. 1995). Plaintiff's "Ex Parte Motion"
15 does not seek either a routine exception to the Local Rules or extraordinary relief.

16 Assuming all the other procedural requirements are met (which here they are
17 not), *ex parte* applications are granted only if (1) "the moving party's cause will be
18 irreparably prejudiced if the underlying motion is heard according to regular noticed
19 motion procedures," and (2) "the moving party is without fault in creating the crisis
20 that requires *ex parte* relief, or that the crisis occurred as a result of excusable
21 neglect." Mission Power Eng'g Co., 883 F. Supp. at 492.

22 In denying (except to the extent it asked for an extension of time) Plaintiff's
23 earlier *ex parte* application [ECF No. 11], the Court confirmed that remand
24 arguments are not properly raised in an *ex parte* motion and ruled that, because 28
25 U.S.C. § 1447(e) has no time deadline, Plaintiff did not establish the first prong of
26 Mission Power Eng'g Co. [ECF No. 17 at page 4].

27 Separately and independently, in no sense is Plaintiff "without fault in creating
28 the crisis" that he believes requires *ex parte* attention. He was served by mail with

1 Horace Mann's removal papers on December 6, 2024, and by email that same day,
2 which he admits receiving.

3 On these bases alone, Plaintiff's "Ex Parte Motion" should be denied and
4 Horace Mann would have valid arguments for sanctions.

5 **B. Local Rules 7-19 and 7-19.1**

6 Plaintiff failed to comply with Local Rules 7-19 and 7-19.1. In discussing his
7 planned "Ex Parte Motion," Plaintiff did not discuss the bases for his request for
8 relief. The "Ex Parte Motion" does not include a statement of Horace Mann's
9 position, and it was not properly served on Horace Mann. [ECF No. 23.]

10 On these separate and independent grounds, Plaintiff's "Ex Parte Motion"
11 should be denied.

12 **II. Plaintiff's "Ex Parte Motion" should be denied because the statutory**
13 **30-day deadline is long past for motions to remand on grounds other than**
14 **lack of subject matter jurisdiction.**

15 Although no legitimate defects are articulated in Plaintiff's "Ex Parte Motion,"
16 if any such defects existed (and they do not), they are all waived (except for lack of
17 subject matter jurisdiction).

18 Under 28 U.S.C. § 1447(c), a motion to remand on the basis of any defect
19 other than lack of subject matter jurisdiction must be made within 30 days after the
20 filing of the notice of removal. Horace Mann's notice of removal was filed and
21 served on Plaintiff on December 6, 2024.

22 Accordingly, Plaintiff has waived any right to move to remand, and the Court
23 has no statutory authority to remand, on any basis other than lack of subject matter
24 jurisdiction. Manier v F.D.I.C., 979 F.2d 782, 784 (9th Cir. 1992).

25 On this separate and independent ground, Plaintiff's "Ex Parte Motion" should
26 be denied.

27 ///

28 ///

1 **III. If the Court decides to consider the substance of Plaintiff's "Ex Parte**
2 **Motion," Horace Mann requests a regular briefing schedule.**

3 The Court has already ruled that Plaintiff's subject matter jurisdiction points
4 should be raised in a regularly noticed motion and not *ex parte* [ECF No. 17].

5 However, to the extent the Court decides to entertain any substantive aspect of
6 Plaintiff's "Ex Parte Motion," Horace Mann asks the Court to enter the same briefing
7 schedule that would be utilized for a regularly noticed motion.

8 Plaintiff's 132-page filing makes numerous incomprehensible, unreasonable,
9 and wholly unsupported contentions which Horace Mann contests and opposes. The
10 Court's 24-hour turnaround time for *ex parte* applications does not afford Horace
11 Mann sufficient time to respond to each of these to protect its rights.

12 Horace Mann also objects to the documents attached as "exhibits" attached to
13 Plaintiff's "Ex Parte Motion." They lack foundation, are incomplete, contain
14 extraneous notes or markings of unknown origin, and/or constitute inadmissible
15 hearsay. Again, the *ex parte* time constraints do not allow Horace Mann enough
16 time to detail its position regarding each of the many "exhibits" submitted by
17 Plaintiff with the "Ex Parte Motion."

18 Accordingly, if the Court decides to entertain the request for substantive relief
19 in the "Ex Parte Motion," Horace Mann requests a regular briefing schedule in order
20 to protect its rights.

21 **IV. To the extent the Court decides to consider the substance of Plaintiff's**
22 **"Ex Parte Motion," the 20 lines (at pages 11-12) in the "Ex Parte**
23 **Application" addressing subject matter jurisdiction were required to be**
24 **brought in a regularly-noticed motion and, in any event, are unsupported,**
25 **unpersuasive, and in some sense nonsensical.**

26 Plaintiff dedicates less than one page of his 134-page "Ex Parte Motion" to
27 diversity subject matter jurisdiction, the basis for Horace Mann's removal to federal
28 court.

1 Separate and independent from the Court's direction that such arguments
2 "must be made according to regular noticed motion procedures" [ECF No. 17 at p.
3 4], Plaintiff's contentions regarding diversity should be rejected because they are
4 based on a pleading that has not been filed -- a hypothetical Second Amended
5 Complaint for which Plaintiff has not even sought leave of court to file (or conferred
6 about with Horace Mann's counsel).

7 Similarly, and again separate and independent from the Court's Order,
8 Plaintiff's contentions regarding the amount in controversy should be rejected.
9 Plaintiff has not submitted anything to the Court admitting that the amount he seeks
10 from Horace Mann is \$75,000 or less to controvert Horace Mann's contentions,
11 supported by reference to the Plaintiff's complaint and the contract at issue, that
12 Plaintiff seeks in excess of \$75,000 (notwithstanding Horace Mann's position that
13 Plaintiff is entitled to nothing).

14 To the extent the Court considers the substantive aspects of Plaintiff's "Ex
15 Parte Motion," on these separate and independent grounds it should be denied.

16 **V. Although waived, Plaintiff's complaints of alleged procedural or**
17 **substantive defects in the removal are meritless.**

18 Again, to the extent the Court decides to consider the substance of Plaintiff's
19 "Ex Parte Motion," Horace Mann asks for a regular briefing schedule in order to
20 protect its rights. In regular briefing, Horace Mann would advance, with evidence,
21 numerous points and items of evidence in opposition to Plaintiff's "Ex Parte
22 Motion," including but not limited to the following:

23 **A. Removal**

24 Before removing, Horace Mann filed its Answer to Plaintiff's First Amended
25 Complaint in the Los Angeles Superior Court, Case No. 24STCV27909 on
26 December 5, 2024. See Ingulsrud Declaration ¶ 2.

27 Horace Mann filed the Notice of Removal on December 6, 2025, and on that
28 same day served the Notice and supporting papers to Plaintiff by United States Mail

1 and also sent them to him by email. See Ingulsrud Declaration ¶ 3. Counsel
2 continues to serve Plaintiff by United States Mail and to email documents to him.
3 See Ingulsrud Declaration ¶ 4.

4 Plaintiff has never contended he did not receive the removal papers and, in
5 fact, continues to communicate with Horace Mann’s counsel in the email chain that
6 includes the transmission to him of the removal papers. See Ingulsrud Declaration
7 ¶ 4. And, on January 6, 2025, Plaintiff filed a document in state court titled “Motion
8 to Strike Notice of Removal, Recognize Second Amended Complaint as Operative
9 Pleading, and Remand to State Court” in which he states that “defense filed its notice
10 of removal on December 12, 2024” (he is off by 6 days). See Ingulsrud Decl. ¶ 5.
11 Plaintiff also acknowledged receipt of a “document from Federal Court” on
12 December 12, 2024 in his previous *ex parte* application [ECF No. 13 at page 6]. The
13 parties have also exchanged verbal and written communications relating to the Joint
14 Rule 26(f) Report since at least January 13, 2025. See Ingulsrud Decl. ¶ 6.

15 Under no scenario has Plaintiff raised any defect in removal within 30 days as
16 required under 28 U.S.C. § 1447(c).

17 Plaintiff’s contentions about “email requests to opposing counsel” for
18 documents should also be disregarded because he attaches no evidentiary support
19 and, in fact, none exists. See Ingulsrud Decl. ¶ 4.

20 **B. Stay of State Court Action**

21 Horace Mann filed its Notice to state court attaching all removal papers on
22 January 7, 2025. See Ingulsrud Decl. ¶ 3. The state court’s online docket indicates
23 that the case was stayed on January 7, 2025. See Ingulsrud Decl. ¶ 7.

24 Contrary to Plaintiff’s contention, the federal removal statutes do not require
25 the state court to “cede” jurisdiction in order to perfect removal. The filing of a
26 removal petition terminates the state court’s jurisdiction unless the case is remanded.
27 See 28 U.S.C. § 1446(d); Resolution Trust Corp. v. Bayside Developers, 43 F.3d
28 1230, 1238 (9th Cir. 1994) (“[T]he clear language of the general removal statute

6

**DEFENDANT HORACE MANN’S OPPOSITION TO PLAINTIFF’S “EX PARTE
MOTION FOR EQUITABLE TOLLING AND REMAND”**

1 provides that the state court loses jurisdiction upon the filing of the petition for
2 removal”).

3 **C. Horace Mann’s Corporate Structure**

4 The only parties to this case are Horace Mann Property and Casualty Insurance
5 Company and Stephen Chapman. Horace Mann Property and Casualty Insurance
6 Company is still incorporated in and has its principal place of businesses in Illinois.
7 Stephen Chapman is a citizen of the state of California.

8 **D. No Prejudice to Plaintiff**

9 In its Order dated January 30, 2025, the Court determined that because 28
10 U.S.C. § 1447(e) has no time deadline, Plaintiff is not “irreparably prejudiced if the
11 underlying motion is heard according to regular noticed motion procedures.” See
12 ECF No. 17 (citing Mission Power Eng’g Co., 883 F. Supp. at 492).

13 **E. No Basis for Equitable Tolling**

14 Plaintiff’s request for “equitable tolling” does not make sense. He does not
15 specify what he seeks to toll or to what effect. Plaintiff alleges no delay in notice of
16 removal being served on or received by him.

17 **VI. Plaintiff’s filing of the “Ex Parte Motion” and his false accusations are**
18 **sanctionable.**

19 Plaintiff’s filing of the “Ex Parte Motion” is contrary to the direction provided
20 by the Court in its Order of January 30, 2025. Moreover, Plaintiff’s instant “Ex Parte
21 Motion” and his other filings make serious and unsubstantiated allegations that are
22 patently false.

23 Horace Mann recognizes that Plaintiff is *in pro per*, but his lack of legal
24 training does not justify maliciousness, ignoring the Court’s Order, or filing
25 unfounded *ex parte* applications that require an unnecessarily compressed response.

26 ///

27 ///

28 ///

1 **VII. Conclusion**

2 Horace Mann respectfully requests that the Court deny Plaintiff's "Ex Parte
3 Motion" in its entirety because it fails to comply with the Court's rules, the Court's
4 Order of January 30, 2025, and the Local Rules of the Central District.

5 As a separate and independent ground, Horace Mann respectfully requests that
6 the "Ex Parte Motion" be denied based on the 30-day deadline contained in 28
7 U.S.C. § 1447(c).

8 To the extent the Court is inclined to consider any aspect of the substance of
9 Plaintiff's "Ex Parte Motion," Horace Mann requests a regular briefing schedule.

10
11 Dated: February 24, 2025

FREEMAN MATHIS & GARY, LLP

12
13 By: /s/ Marc J. Shrake
14 Marc J. Shrake
15 Attorneys for Defendant
16 HORACE MANN PROPERTY AND
CASUALTY INSURANCE
COMPANY
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28

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9 Attorneys for Defendant Horace Mann Property
10 and Casualty Insurance Company

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 STEPHEN CHAPMAN,
14 Plaintiff,
15 v.
16 HORACE MANN PROPERTY &
17 CASUALTY INSURANCE
18 COMPANY,
19 Defendant,

Case No. 2:24-CV-10546-MWF-BFM
District Judge: Michael W. Fitzgerald

**DECLARATION OF KRISTIN A.
INGULSRUD IN SUPPORT OF
DEFENDANT'S OPPOSITION TO
PLAINTIFF'S "EX PARTE
MOTION FOR EQUITABLE
TOLLING AND REMAND"**

*[Filed concurrently with Defendant's
Opposition]*

18 I, Kristin A. Ingulsrud, Esq., hereby declare as follows:

19 I am an attorney admitted to practice in all courts in the State of California and
20 in this Court. I am an attorney with the law firm Freeman Mathis & Gary, LLP,
21 counsel of record for Defendant Horace Mann Property and Casualty Insurance
22 Company ("Horace Mann"). Unless otherwise noted, the following is based on my
23 personal knowledge. If called as a witness, I could competently testify to these facts.

24 2. My office prepared and filed Horace Mann's Answer to Plaintiff's First
25 Amended Complaint in Los Angeles County Superior Court, Case No. 24STCV27909
26 on December 5, 2024.

27 3. My office filed and served Horace Mann's Notice of Removal and all
28 attachments on Plaintiff by United States Mail and email on December 6, 2024. (ECF

DECLARATION OF KRISTIN A. INGULSRUD

1 No. 1.) The notice was filed in state court, attaching all removal papers, on January 7,
2 2025.

3 4. My office has continued to serve Plaintiff by United States Mail and
4 email. Plaintiff frequently communicates with my office via his email address of
5 record, including in response to emails serving documents from my office. I cannot
6 recall any instances of Plaintiff requesting documents from my office and was not
7 aware of any issues relating to service before reading the instant "Ex Parte Motion."
8 My office is able to send Plaintiff copies of any documents we have filed in this action.

9 5. The state court's online docket indicates that Plaintiff filed a "Motion to
10 Strike Notice of Removal, Recognize Second Amended Complaint as Operative
11 Pleading, and Remand to State Court" on January 6, 2025. In that motion, Plaintiff
12 states that the "defense filed its notice of removal on December 12, 2024."

13 6. On January 13, 2025, I discussed the Rule 26(f) Report with Plaintiff and
14 sent him an email confirming our conversation. Plaintiff responded by email the next
15 day with additional input for the Rule 26(f) Report.

16 7. The State Court Action's online docket indicates that the case was stayed
17 on January 7, 2025, and that no actions were taken by the state court from December
18 6, 2024 to January 7, 2025. To my knowledge, the state court has not taken any actions
19 inconsistent with a stay since January 7, 2025.

20 I declare under penalty of perjury and under the laws of the United States and
21 California that the foregoing is true and correct to the best of my knowledge and belief.

22 Executed this 24th day of February, 2025 at El Segundo, California.

23 /s/ Kristin A. Ingulsrud
24 Kristin A. Ingulsrud

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 24-10546-MWF (BFMx)

Date: February 24, 2025

Title: Stephen Chapman v. Horace Mann Property and Casualty Insurance Company

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

Deputy Clerk:
Rita Sanchez

Court Reporter:
Not Reported

Attorneys Present for Plaintiff:
None Present

Attorneys Present for Defendant:
None Present

Proceedings (In Chambers): ORDER DENYING PLAINTIFF’S EX PARTE
MOTION FOR EQUITABLE TOLLING AND
REMAND [23]

Before the Court is an Ex Parte Motion for Equitable Tolling and Remand (the “Motion”) filed by Plaintiff Stephen Chapman on February 18, 2025. (Docket No. 23). As of the date of this Order, no Opposition was filed.

The Motion is **DENIED**. Plaintiff has not established that he is entitled to expedited relief.

An ex parte application is a “means of obtaining extraordinary relief and is appropriate only in rare circumstances.” *Santos v. TWC Admin. LLC*, No. CV 13-04799-MMM (CWx), 2014 WL 12703021, at *1 (C.D. Cal. Sept. 15, 2014) (citing *Mission Power Eng’g Co. v. Cont’l Cas. Co.*, 883 F. Supp. 488, 492 (C.D. Cal. 1995)). To prevail on its ex parte application, a party must show: (i) that they “will be irreparably prejudiced if the underlying motion is heard according to regular noticed motion procedures” and (ii) that they are “without fault in creating the crisis that requires ex parte relief, or that the crisis occurred as a result of excusable neglect.” *Mission Power*, 883 F. Supp. at 492.

This is the second ex parte motion filed by Plaintiff in the last month. (See Docket No. 11 (“Prior Motion”)). As with the Prior Motion, Plaintiff has not attempted to explain why this Motion cannot be filed and heard according to regular noticed motion procedures. (See Docket No. 17 (“Prior Order”) at 4). And the Court

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 24-10546-MWF (BFMx)

Date: February 24, 2025

Title: Stephen Chapman v. Horace Mann Property and Casualty Insurance Company

cannot otherwise identify anything in the Motion necessitating relief on an expedited basis. At bottom, Plaintiff is seeking remand of the action to state court and sanctions against Defendant for alleged fraudulent actions. (*See generally* Motion). Plaintiff has thus failed to establish irreparable prejudice absent emergency relief.

Plaintiff also requests clarification on the status of Rule 26 obligations. As explained in the Prior Order, the Court granted Plaintiff's request to extend the deadline to file the Rule 26(f) report. (Prior Order at 5–6). The deadline to submit a joint Rule 26(f) Report is now on March 3, 2025. Plaintiff must work with Defendant to submit a joint Rule 26(f) Report.

Accordingly, the Motion is **DENIED**.

IT IS SO ORDERED.

Parties in court without a lawyer are called “*pro se* litigants.” These parties often face special challenges in federal court. Public Counsel runs a free Federal Pro Se Clinic where *pro se* litigants can get information and guidance. The Clinic is located at the Roybal Federal Building and Courthouse, 255 East Temple Street, Los Angeles, CA 90012. *Pro se* litigants must call or submit an on-line application to request services as follows: on-line applications can be submitted at <http://prose.cacd.uscourts.gov/los-angeles>, or call (213) 385-2977, ext. 270.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 24-10546-MWF (BFMx) **Date: February 25, 2025**
Title: Stephen Chapman v. Horace Mann Property and Casualty Insurance Company

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

Deputy Clerk:
Rita Sanchez

Court Reporter:
Not Reported

Attorneys Present for Plaintiff:
None Present

Attorneys Present for Defendant:
None Present

Proceedings (In Chambers): AMENDED ORDER DENYING PLAINTIFF’S EX
PARTE MOTION FOR EQUITABLE TOLLING AND
REMAND [23]

Before the Court is an Ex Parte Motion for Equitable Tolling and Remand (the
“Motion”) filed by Plaintiff Stephen Chapman on February 18, 2025. (Docket No. 23).
On February 24, 2025, Defendant Horace Mann Property & Casualty Insurance
Company filed an Opposition. (Docket No. 25).

The Motion is **DENIED**. Plaintiff has not established that he is entitled to
expedited relief.

An ex parte application is a “means of obtaining extraordinary relief and is
appropriate only in rare circumstances.” *Santos v. TWC Admin. LLC*, No. CV 13-
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Mission Power, 883 F. Supp. at 492.

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attempted to explain why this Motion cannot be filed and heard according to regular

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 24-10546-MWF (BFMx)

Date: February 25, 2025

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noticed motion procedures. (*See* Docket No. 17 (“Prior Order”) at 4). And the Court cannot otherwise identify anything in the Motion necessitating relief on an expedited basis. At bottom, Plaintiff is seeking remand of the action to state court and sanctions against Defendant for alleged fraudulent actions. (*See generally* Motion). Plaintiff has thus failed to establish irreparable prejudice absent emergency relief.

Plaintiff also requests clarification on the status of Rule 26 obligations. As explained in the Prior Order, the Court granted Plaintiff’s request to extend the deadline to file the Rule 26(f) report. (Prior Order at 5–6). The deadline to submit a joint Rule 26(f) Report is now on March 3, 2025. Plaintiff must work with Defendant to submit a joint Rule 26(f) Report.

Accordingly, the Motion is **DENIED**.

IT IS SO ORDERED.

Parties in court without a lawyer are called “*pro se* litigants.” These parties often face special challenges in federal court. Public Counsel runs a free Federal Pro Se Clinic where *pro se* litigants can get information and guidance. The Clinic is located at the Roybal Federal Building and Courthouse, 255 East Temple Street, Los Angeles, CA 90012. *Pro se* litigants must call or submit an on-line application to request services as follows: on-line applications can be submitted at <http://prose.cacd.uscourts.gov/los-angeles>, or call (213) 385-2977, ext. 270.

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7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 STEPHEN CHAPMAN,
11 Plaintiff,

12 v.

13 HORACE MANN PROPERTY &
14 CASUALTY INSURANCE
COMPANY,
15 Defendant.
16

Case No. 2:24-CV-10546-MWF-BFM
District Judge Michael W. Fitzgerald

**DEFENDANT HORACE MANN'S
OPPOSITION TO PLAINTIFF'S
MOTION TO REMAND**

*[Filed concurrently with Declaration of
Kristin A. Ingulsrud; Declaration of
Marc J. Shrake]*

17 Horace Mann Property and Casualty Insurance Company ("Horace Mann")
18 opposes the Motion to Remand made by *pro se* Plaintiff Stephen Chapman because
19 (a) Horace Mann timely removed on the basis of diversity jurisdiction, (b) Plaintiff
20 missed, by many weeks, the statutory 30-day deadline to raise defects in removal
21 other than lack of subject matter jurisdiction, (c) the only Plaintiff and the only
22 Defendant in this case hail from different states, and the amount in controversy
23 exceeds \$75,000, and (d) Plaintiff's arguments are entirely unsupported.¹
24
25

26
27 ¹ On March 4, 2025, Plaintiff filed a document titled "Motion for Judicial Notice of
28 Notice of Motion to Remand Sua Sponte." [Docket No. 29.] On March 10, 2024,
the Court entered a Scheduling Order and Notice stating, "The Court will construe
the Motion as a Motion to Remand." [Docket No. 31.]

1 Plaintiff's Motion [Docket No. 29] was filed on March 4, 2025, with no
2 supporting documentation. Almost a week later, on March 10, Plaintiff filed a
3 document titled "Notice of Lodging of Missing Exhibits." [Docket No. 32.] This
4 document consisted of (a) the email to Plaintiff dated December 6, 2024, from
5 Horace Mann's counsel, in which Plaintiff was provided with courtesy copies of all
6 removal documents filed in this Court that same day, along with a note that "Hard
7 copies will follow via U.S. Mail" and a list of all the documents (the hard copies
8 were, in fact, served by mail that same day); (b) an email by Horace Mann's counsel
9 asking to be added to the Court's email distribution list; and (c) the Parties' jointly
10 prepared "Judge Michael W. Fitzgerald/Schedule of Pretrial and Trial Dates
11 Worksheet" that was intended to be attached to the Joint Rule 26(f) Report filed on
12 March 3, 2025. [Docket No. 28].²

13 Plaintiff's Motion fails to support its factual contentions with declarations or
14 other written evidence. See L.R. 7-6 Evidence on Motions.

15 Conversely, Horace Mann's evidence and the Court file demonstrate that
16 Horace Mann's straightforward, non-controversial removal is now subject to a
17 motion to remand that, by statute, can be premised and decided only on the theory of
18 lack of subject matter jurisdiction. Horace Mann's removal papers, and additional
19 information submitted with this Opposition, compel denial of Plaintiff's Motion.

20 **I. RELEVANT FACTS AND PROCEDURAL HISTORY**

21 On or about October 24, 2024, Plaintiff Stephen Chapman filed a Complaint
22 against Defendant Horace Mann, and no other party, in Los Angeles County Superior
23 Court, Case No. 24STCV27909. See Declaration of Kristin A. Ingulsrud ("Ingulsrud
24 Decl.") ¶ 1.

25 _____
26 ² Plaintiff's inadvertent processing error in electronically filing the Joint Rule 26(f)
27 Report caused this scheduling worksheet to show up as blank on PACER. [Docket
28 No. 28.] However, the readable form attached with Docket No. 32 is the form the
Parties filled out together and intended to be filed with the Joint Rule 26(f) Report.

1 Horace Mann was served with process on November 8, 2024. See Ingulsrud
2 Decl. ¶ 2.

3 On or about November 14, 2024, Plaintiff filed a First Amended Complaint in
4 state court, again naming Horace Mann as the only Defendant. See Ingulsrud Decl. ¶
5 3.

6 On December 5, 2024, Horace Mann filed its Answer to the First Amended
7 Complaint in state court. See Ingulsrud Decl. ¶ 4.

8 That same day, December 5, Horace Mann served Plaintiff with the Answer by
9 mail, and also emailed Plaintiff a courtesy copy. See Ingulsrud Decl. ¶ 5.

10 On December 6, 2024, Horace Mann filed a Notice of Removal and all
11 supporting papers in this Court. See Ingulsrud Decl. ¶ 6.

12 That same day, December 6, Horace Mann served Plaintiff with the Notice of
13 Removal and all supporting papers by mail, and also emailed Plaintiff a courtesy
14 copy of these documents. See Ingulsrud Decl. ¶ 7. Plaintiff admits he received
15 Horace Mann's removal papers that same day, December 6, 2025. [Docket No. 12,
16 pp. 1-2.] In Docket No. 12, Plaintiff declares under penalty of perjury as follows:

17 On Dec. 6, I received the following documents from Defendant . . .[:]

- 18 ○ Notice of Removal of Action Under 28 U.S.C. § 1441;
- 19 ○ Civil Cover Sheet;
- 20 ○ Certificate and Notice of Interested Parties;
- Declaration of Kristin Ingulsrud;
- Declaration of Matthew Rubin.

21 [Docket 12, pp. 1-2.]

22 On January 7, 2025, Horace Mann filed its Notice of Filing Notice of Removal
23 in the state court, served Plaintiff by mail, and emailed Plaintiff a courtesy copy. See
24 Ingulsrud Decl. ¶ 8.

25 Also on January 7, 2025, the state court stayed the state court case as follows:
26 "01/07/2025 The case is placed in special status of: Stay - Removal to Federal
27 Court." See Ingulsrud Decl. ¶ 9, Exh. A.

1 On January 23, 2025, Plaintiff filed in this Court a document titled “Ex Parte
2 Application for Judicial Notice of Second Amended Complaint and Stay or
3 Extension of Rule 26(f) Deadlines Pending Motion to Remand.” [Docket No. 11].

4 On January 30, 2025, this Court entered an Order denying Plaintiff’s “Request
5 for Judicial Notice and to Stay the Case Pending State Court Hearing Scheduled for
6 March 13, 2025.” [Docket No. 17].

7 On February 18, 2025, Plaintiff filed in this Court a document titled
8 “Plaintiff’s Ex Parte Motion for Equitable Tolling and Remand.” [Docket No. 23].

9 On February 24, 2025, Horace Mann filed its opposition to “Plaintiff’s Ex
10 Parte Motion for Equitable Tolling and Remand.” [Docket No. 25].

11 On February 25, 2025, the Court entered an Order denying Plaintiff’s
12 “Plaintiff’s Ex Parte Motion for Equitable Tolling and Remand.” [Docket No. 27].

13 On March 4, 2025, Plaintiff filed the instant motion, a document titled “Notice
14 of Motion and Motion for Judicial Notice of Notice of Motion to Remand Sua
15 Sponte.” [Docket No. 29].

16 On March 10, 2025, the Court entered a Scheduling Order and Notice, stating
17 that it “will construe the [instant] Motion as a Motion to Remand.” [Docket No. 31].

18 Following a state court hearing on March 13, 2025, that court entered an Order
19 expressly stating that it had rejected Plaintiff’s submissions of a “second amended
20 complaint.” See Ingulsrud Decl. ¶ 10, Exh. B.

21 **II. ARGUMENT**

22 The Court should deny Plaintiff’s Motion to Remand because Horace Mann
23 timely removed on the basis of diversity jurisdiction and has established that the only
24 Plaintiff and the only Defendant in this case hail from different states and that the
25 amount in controversy exceeds \$75,000. Plaintiff missed the statutory 30-day
26 deadline, by many weeks, to raise any other defect with the removal. In any event,
27 all of Plaintiff’s arguments regarding are entirely unsupported by facts or law.
28

1 **A. Horace Mann timely removed this case.**

2 Under 28 U.S.C. § 1446(b)(1), Horace Mann had “30 days after receipt by
3 [Horace Mann], through service or otherwise, of a copy of” Plaintiff’s Complaint in
4 state court to file notice of removal in federal court.

5 Horace Mann was served with Plaintiff’s Complaint on November 8, 2024.
6 [Docket No. 1-3, Ingulsrud Decl. ¶ 2 and Exhibit A.]³

7 Horace Mann filed notice of removal in this Court on December 6, 2024.
8 [Docket No. 1.]

9 Therefore, Horace Mann’s removal was timely.

10 **B. Because 30 days passed before Plaintiff raised any defect with**
11 **Horace Mann’s removal, Plaintiff is barred from raising, and the**
12 **Court has no statutory authority to consider, any grounds for**
remand other than lack of subject matter jurisdiction.

13 Under 28 U.S.C. § 1447(c), a motion to remand on the basis of any defect
14 other than lack of subject matter jurisdiction must be made within 30 days after the
15 filing of the notice of removal. “A motion to remand the case for procedural defects
16 must be made within 30 days after the removal notice is filed in federal court.”
17 Miller v. California Dept. of Corrections & Rehab., 2012 WL 5336969, at *2 (E.D.
18 Cal. Oct. 26, 2012), report and recommendation adopted, 2012 WL 6088304 (E.D.
19 Cal. Dec. 6, 2012) (citing Northern Calif. Dist. Council of Laborers v. Pittsburg-Des
20 Moines Steel Co., 69 F.3d 1034, 1038 (9th Cir. 1995)).

21 Horace Mann’s notice of removal was filed in federal court and served on --
22 and received by -- Plaintiff on December 6, 2024. [Docket No. 12, pp. 1-2.]

23 Because Plaintiff let pass the 30-day deadline under 28 U.S.C. § 1447(c) to
24 raise defects in the removal other than lack of subject matter jurisdiction, the only
25

26 _____
27 ³ Plaintiff subsequently filed a First Amended Complaint in state court, a copy of
28 which Horace Mann obtained from the state court. See Ingulsrud Decl. ¶ 3.

1 grounds on which Plaintiff's Motion may be based and decided is lack of subject
2 matter jurisdiction. See Ingulsrud Decl. ¶ 7.

3 Plaintiff has waived any right to seek remand, and the Court has no statutory
4 authority to remand, on any basis other than lack of subject matter jurisdiction.
5 Manier v F.D.I.C., 979 F.2d 782, 784 (9th Cir. 1992). Such grounds are not present.⁴

6 **C. There is complete diversity between the only two Parties in the case.**

7 The only Defendant named in Plaintiff's Complaint and subsequently-filed
8 First Amended Complaint is Horace Mann. [Docket No. 1-3, Ingulsrud Decl. ¶¶ 2-3
9 and Exhibit A.]

10 As demonstrated in Horace Mann's removal papers, Horace Mann is
11 incorporated in Illinois (which Plaintiff alleges) and has its principal place of
12 business in Illinois. [Docket No. 1-3, Ingulsrud Decl. ¶¶ 2, 5 and Exhs. A, C.]
13 Stephen Chapman is a citizen of California. [Docket No. 1-3, Ingulsrud Decl. ¶ 2
14 and Exh. A.]

15
16
17 ⁴ Plaintiff may not challenge Horace Mann's removal based on the filing of the
18 Notice of Filing Notice of Removal in state court. That would be a procedural
19 matter. However, even if Plaintiff could raise that question, this Court has
20 recognized that the timing of Horace Mann's filing in state court does not, on its
21 own, defeat subject matter jurisdiction. [Docket No. 17.] The state court has also
22 ruled as follows: "Defendant [Horace Mann] complied with the procedural
23 requirements for removal by filing a notice of removal in the federal court, giving
24 notice to all adverse parties, and filing the notice with the clerk of the state court. (28
25 U.S.C.A. § 1446 (West) subd. (d).) The filing effects removal . . ." See Ingulsrud
26 Decl. ¶ 10 and Exhibit B. See, e.g., Nixon v. Wheatley, 368 F. Supp. 2d 635, 640
27 (E.D. Tex. 2005) (filing copy of notice of removal in state court is procedural act,
28 and failure to do so does not defeat federal court's jurisdiction."); Whitney v. Wal-
Mart Stores, Inc., 2004 WL 1941345, at **1-2 (D.Maine Aug. 31, 2004) (6-month
delay in filing notice with state court did not defeat federal diversity jurisdiction);
Calderon v. Pathmark Stores, Inc., 101 F. Supp.2d 246, 247-48 (S.D.N.Y. 2000)
("where . . . the [37-day] delay was relatively short and no action was taken by the
state court between the time of actual removal and the time of the requisite notice,
the alleged defect is harmless and, not being jurisdictional, creates no basis for
remand."), cited in Khayoyan v. Travelers Commercial Ins. Co., 2021 WL 1662579,
at *4 (C.D. Cal. Apr. 28, 2021); Linden v. Chase Manhattan Corp., 52 F. Supp.2d
387, 388-89 (S.D.N.Y. 1999) (federal court's jurisdiction attached as soon as petition
for removal is filed in federal court; failure to file notice of removal in state court
does not affect federal court's jurisdiction and does not vitiate removal).

1 Contrary to Plaintiff's contentions, Horace Mann has been the only Defendant
2 in this case since inception. Plaintiff has never filed a document called "Second
3 Amended Complaint" in state court or this Court. See Ingulsrud Decl. ¶ 10, Exh. B.

4 In a ruling dated March 13, 2025, the state court noted that "Plaintiff first
5 submitted for filing a second amended complaint on December 10, 2024, and again
6 on December 13, 2024, both of which the court rejected on December 19, 2024."
7 See Ingulsrud Decl. ¶ 10, Exh. B (emphasis added). Additionally, this Court
8 previously ruled that Plaintiff cannot have filed a second amended complaint after an
9 answer had already been filed. [Docket No. 17.] See also California Code of Civil
10 Procedure § 472.

11 Accordingly, Plaintiff's contention that the case has -- or ever had -- more than
12 one Defendant is untrue and should be disregarded.⁵

13 **D. The evidence and Horace Mann's removal papers demonstrate the**
14 **amount in controversy exceeds \$75,000.**

15 Generally, the amount in controversy is to be decided from the complaint
16 itself. Richmond v. Allstate Ins. Co., 897 F. Supp. 447, 449-50 (S.D. Cal. 1995)
17 (citing Horton v. Liberty Mut. Ins. Co., 367 U.S. 348, 353 (1961)). If it is "unclear
18 or ambiguous from the face of a state-court complaint whether the requisite amount
19 in controversy is pled," the Court must determine whether it is "more likely than not"
20 that the amount in controversy exceeds \$75,000. Guglielmino v. McKee Foods
21 Corp., 506 F.3d 696, 699 (9th Cir. 2007).

22 The calculation of the amount in controversy takes into account claims for
23 general damages, special damages, emotional distress damages, punitive damages if
24 recoverable as a matter of law, and attorneys' fees if recoverable by statute or
25 contract. Richmond v. Allstate Ins. Co., 897 F. Supp. at 449-51. See also Galt G/S

26
27 ⁵ These procedural facts also eviscerate Plaintiff's arguments about "snap removal"
28 and the "forum defendant rule," Horace Mann has always been the only Defendant,
and it is not a citizen of California.

1 v. JSS Scandinavia, 142 F.3d 1150, 1155-56 (9th Cir. 1998); Rippee v. Boston Mkt.
2 Corp., 408 F. Supp. 2d 982, 984 (S.D. Cal. 2005).

3 In Richmond, the Court denied the plaintiffs' motion to remand based on the
4 same types of evidence present in the instant case. 897 F. Supp. at 449-51. In
5 finding that the removing defendant had established the minimum amount in
6 controversy (which was \$50,000 at the time), the court considered (a) the pleadings,
7 (b) the limits of the policy at issue (which were \$25,000), (c) the high exposure
8 presented by the plaintiffs' "bad faith" claims, (d) the plaintiffs' demand for
9 "emotional distress damages in an uncertain amount" (about which the court
10 concluded, "The vagueness of plaintiffs' pleadings with regard to emotional distress
11 damages should not preclude this Court from noting that these damages are
12 potentially substantial"), (e) the demand for punitive damages, which in California
13 "are recoverable against an insurance company that breaches the implied covenant of
14 good faith and fair dealing," and (f) the demand for costs and attorney's fees. Id.
15 (citations omitted).

16 In the instant case, the allegations and claims in the First Amended Complaint
17 seek recovery for alleged losses after Horace Mann, because of Plaintiff's non-
18 payment of premium, canceled an automobile policy. [Docket Nos. 1, 1-3, Ingulsrud
19 Decl. ¶¶ 2-3, Exh. A.] That prior policy, before cancellation, had bodily injury
20 liability limits of \$100,000 per person/\$300,000 per accident, property damage
21 liability limit of \$100,000 per accident, medical payments limit of \$5,000 per
22 insured, UM/UIM bodily injury limits of \$100,000 per person/\$300,000 per accident,
23 collision coverage, other-than-collision coverage, and other coverages. [Docket No.
24 1-2, Rubin Decl. ¶ 2 and Exh. 1.]

25 According to his First Amended Complaint, Plaintiff is suing Horace Mann
26 "for breach of contract, bad faith denial of insurance benefits, fraud, and other causes
27 of action related to [Horace Mann's] improper handling of Plaintiff's insurance
28 claim." [Docket Nos. 1-3, Ingulsrud Decl. ¶¶ 2-3, Exh. A.] He seeks not only the

1 recovery of benefits under a non-existent insurance policy, but also the recovery of
2 “financial losses, including medical expenses, lost wages, and emotional distress” as
3 well as attorney’s fees and costs under California Code of Civil Procedure § 1021.5
4 (as did the plaintiffs in Richmond). [Docket Nos. 1, 1-3, Ingulsrud Decl. ¶¶ 2-3,
5 Exh. A.] Among many other things, Plaintiff alleges that Horace Mann “made false
6 representations,” “falsified” records, “intended to deceive,” “presented fraudulent
7 records,” committed “oppressive” and “extreme and outrageous” conduct causing
8 Plaintiff “severe emotional distress,” “engaged in fraudulent and unfair business
9 practices,” and “acted with malicious intent.” Id.

10 Unlike in Richmond, here the policy limits alone exceed the minimum amount
11 in controversy (Plaintiff is seeking the benefits, even though the policy did not exist).

12 Additionally, the amounts Plaintiff seeks on top of policy benefits include not
13 only punitive damages and attorney’s fees and costs, but also alleged medical
14 expenses, alleged lost wages, and allegedly “severe” emotional distress damages,
15 which claim alone exceeds the minimum amount in controversy. See, e.g., Cain v.
16 Hartford Life & Acc. Ins. Co., 890 F. Supp. 2d 1246, 1250-51 (C.D. Cal. 2012)
17 (citing Clayton v. United Servs. Auto. Ass’n, 54 Cal. App. 4th 1158 (1997)
18 (emotional distress award of \$400,000 for insurance “bad faith”); Hangarter v.
19 Provident Life & Acc. Ins. Co., 373 F.3d 998, 1005 (9th Cir. 2004) (emotional
20 distress award of \$400,000 for denial of disability benefits); Ace v. Aetna Life Ins.
21 Co., 40 F. Supp. 2d 1125 (D.Alaska 1999) (emotional distress award of \$100,000
22 along with initial award of \$27,009 for wrongful denial of disability benefits);
23 Richmond, 897 F. Supp. at 450–451 (removal proper because *inter alia* plaintiffs’
24 emotional distress damages were potentially substantial).

25 And, as in Richmond, here the punitive damages sought by Plaintiff alone
26 exceed the jurisdictional minimum. See 897 F. Supp. 447 at 450-51 (citing Neal v.
27 Farmers Ins. Exch., 21 Cal. 3d 910, 922-23 (1978) (approving punitive damages
28 award of \$749,011.48 with compensatory damages award of \$9,573.65); Downey

1 Savs. & Loan Ass'n v. Ohio Cas. Ins. Co., 189 Cal. App. 3d 1072, 1099 (1987)
2 (upholding punitive damages equal to 32 times the award of compensatory damages),
3 cert. denied, 486 U.S. 1036 (1988)).

4 The Court in Richmond also based its denial of the motion to remand on an
5 *absence* of particular evidence: “[A]lthough plaintiffs have not made any explicit
6 demands for over [the required minimum amount in controversy], plaintiffs make no
7 binding representation that they seek any less than that amount . . .” 897 F. Supp. at
8 451 (emphasis added). In the instant case, not only is such evidence absent, but
9 Plaintiff in fact conceded in a “meet and confer” about this Motion with counsel for
10 Horace Mann that the amount he is seeking “could be more than \$75,000” and that
11 he is “not limiting [his] claim to \$74,999.” See Declaration of Marc J. Shrake ¶¶ 1-3.

12 Based on the evidence, the amount in controversy exceeds \$75,000. Again,
13 however, Horace Mann maintains that Plaintiff is entitled to nothing because Horace
14 Mann acted lawfully and properly.⁶ [Docket Nos. 1, 1-2, 1-3].

15 III. SANCTIONS

16 Plaintiff routinely makes unsubstantiated allegations about the record and
17 Horace Mann’s counsel that have no evidentiary support and, in fact, are false.

18 Plaintiff has also unnecessarily complicated and extended Rule 26 procedures,
19 filed multiple *ex parte* applications and random documents.

20 Plaintiff does not always serve Horace Mann with his court filings. This
21 results in delayed notice in this Court; Plaintiff’s filings are deemed “filed” on the
22 day he submits them through EDDS, but they do not appear publicly and are not
23 available to Horace Mann until they appear on PACER several days later.

24 Horace Mann reserves its right to seek sanctions if Plaintiff continues his
25 current practice.

26
27
28 ⁶ Horace Mann reserves all rights, including without limitation its right to contest the
quantum of damages sought by Plaintiff.

1 **IV. CONCLUSION**

2 Based on the record, Horace Mann respectfully requests that the Court deny
3 Plaintiff's Motion.

4
5 Dated: March 21, 2025

FREEMAN MATHIS & GARY, LLP

6 By: /s/ Marc J Shrake
7 Marc J. Shrake
8 Attorneys for Defendant
9 HORACE MANN PROPERTY AND
10 CASUALTY INSURANCE
11 COMPANY
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10 and Casualty Insurance Company

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 STEPHEN CHAPMAN,
14 Plaintiff,
15 v.
16 HORACE MANN PROPERTY &
17 CASUALTY INSURANCE
18 COMPANY,
19 Defendant.

Case No. 2:24-CV-10546-MWF-BFM
District Judge: Michael W. Fitzgerald

**DECLARATION OF KRISTIN A.
INGULSRUD IN SUPPORT OF
DEFENDANT HORACE MANN'S
OPPOSITION TO PLAINTIFF'S
MOTION TO REMAND**

*[Filed concurrently with Defendant's
Opposition; Declaration of Marc J.
Shrake]*

20 I, Kristin A. Ingulsrud, Esq., hereby declare as follows:

21 I am an attorney admitted to practice in all courts in the State of California and
22 in this Court. I am an attorney with the law firm Freeman Mathis & Gary, LLP,
23 counsel of record for Defendant Horace Mann Property and Casualty Insurance
24 Company ("Horace Mann"). Unless otherwise noted, the following is based on my
25 personal knowledge. If called as a witness, I could competently testify to these facts.

26 1. On or about October 24, 2024, Plaintiff Stephen Chapman filed a
27 Complaint against Defendant Horace Mann, and no other party, in Los Angeles County
28 Superior Court, Case No. 24STCV27909 ("state court case").

DECLARATION OF KRISTIN A. INGULSRUD

1 2. The proof of service of summons filed in the state court case indicates
2 that the initial Complaint was served on Horace Mann on November 8, 2024.

3 3. On or about November 14, 2024, Plaintiff filed a First Amended
4 Complaint in the state court case, again naming Horace Mann as the only Defendant.
5 [Docket No. 1, submitted with Attachment 3 Exhibit A.]

6 4. My office filed Horace Mann's Answer to Plaintiff's First Amended
7 Complaint in Los Angeles County Superior Court, Case No. 24STCV27909 on
8 December 5, 2024.

9 5. My office served Plaintiff with the Answer to the First Amended
10 Complaint by mail, and also emailed Plaintiff a courtesy copy, on December 5, 2024.

11 6. My office filed Horace Mann's Notice of Removal and all supporting
12 documents on December 6, 2024. [Docket No. 1.]

13 7. Also on December 6, 2024, my office served Plaintiff with the Notice of
14 Removal and all supporting papers by mail, and also emailed Plaintiff a courtesy copy
15 of these documents.

16 8. The Notice of Filing Notice of Removal was filed in the state court case
17 on January 7, 2025.

18 9. For January 7, 2025, the state court case docket states as follows:
19 "01/07/2025 The case is placed in special status of: Stay - Removal to Federal Court."
20 That docket entry is still visible, as of the date of this filing. Attached hereto as Exhibit
21 A is a true and correct copy of the state court docket as of March 21, 2025.

22 10. On March 13, 2025, the state court heard and denied Plaintiff's so-called
23 "Motion to Strike Notice of Removal, Recognize Second Amended Complaint as
24 Operative Pleading, and Remand to State Court". The state court's order denying the
25 motion states that "Plaintiff first submitted for filing a second amended complaint on
26 December 10, 2024, and again on December 13, 2024, both of which the court
27 rejected." Attached hereto as Exhibit B is a true and correct copy of the Notice of
28 Ruling filed in the state court case on March 13, 2025.

Freeman Mathis
& Gary, LLP
Attorneys at Law

DECLARATION OF KRISTIN A. INGULSRUD

1 I declare under penalty of perjury and under the laws of the United States and
2 California that the foregoing is true and correct to the best of my knowledge and belief.
3 Executed this 21st day of March, 2025 at El Segundo, California.

4
5 /s/ Kristin A. Ingulsrud
6 Kristin A. Ingulsrud
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Freeman Mathis
& Gary, LLP
Attorneys at Law

DECLARATION OF KRISTIN A. INGULSRUD

EXHIBIT A

CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Case Number: 24STCV27909

STEPHEN CHAPMAN VS HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY

Filing Courthouse: Stanley Mosk Courthouse

Filing Date: 10/24/2024

Case Type: Insurance Coverage (not complex) (General Jurisdiction)

Status: Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

04/29/2025 at 08:45 AM in Department 40 at 111 North Hill Street, Los Angeles, CA 90012

Hearing on Motion for Order Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court

PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

CHAPMAN STEPHEN - Plaintiff

HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY - Defendant

INGULSRUD KRISTIN - Attorney for Defendant

PRUITT RAYMOND DBA RAYMOND PRUITT - Defendant

DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[10/30/2024](#)

03/13/2025 Minute Order ((Case Management Conference))

Filed by Clerk

03/13/2025 Notice of Ruling

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

03/12/2025 Notice of Lodging (NOTICE OF LODGING: DECLARATION OF STEPHEN CHAPMAN)

Filed by Stephen Chapman (Plaintiff)

03/12/2025 Exhibit List

3/21/25, 2:40 PM Case 2:24-cv-10546-MWF-BFM Document 34-1 Filed 03/21/25 Page 6 of 23 Page
ID #:510

Filed by Stephen Chapman (Plaintiff)

03/12/2025 Brief (CMC BRIEF)

Filed by Stephen Chapman (Plaintiff)

03/12/2025 Reply (BRIEF REPLY TO DEFENDANT'S SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 (Res ID: 0065))

Filed by Stephen Chapman (Plaintiff)

03/11/2025 Case Management Statement

Filed by Stephen Chapman (Plaintiff)

03/11/2025 Opposition (DEFENDANTS SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 DECLARATION OF MARC J. SHRAKE (Res ID: 0065))

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

03/06/2025 Reply (PLAINTIFF'S REPLY BRIEF TO DEFENDANT'S UNTIMELY OPPOSITION (Res ID: 0065))

Filed by Stephen Chapman (Plaintiff)

02/28/2025 Opposition (DEFENDANTS OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, INCLUDING WITHOUT LIMITATION PLAINTIFFS MOTION TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT)

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

02/25/2025 Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

02/18/2025 Notice (OF IMPROPER REMOVAL AND REQUEST FOR JUDICIAL ACTION)

Filed by Stephen Chapman (Plaintiff)

01/27/2025 Summons (on Complaint (1st))

Filed by Stephen Chapman (Plaintiff)

01/21/2025 Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

01/14/2025 Certificate of Mailing for ((Non-Appearance Case Review regarding Order to Show Cause Hear...) of 01/14/2025)

Filed by Clerk

01/14/2025 Minute Order ((Non-Appearance Case Review regarding Order to Show Cause Hear...))

Filed by Clerk

01/07/2025 Notice of Removal to Federal Court

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

01/06/2025 Notice of Motion

Filed by Stephen Chapman (Plaintiff)

01/06/2025 Motion for Order (TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT (Res ID: 0065))

Filed by Stephen Chapman (Plaintiff)

01/03/2025 Declaration (in support of Second Amended Complaint)

Filed by Stephen Chapman (Plaintiff)

12/16/2024 Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

12/05/2024 Answer

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

11/18/2024 Proof of Personal Service

3/21/25, 2:43 PM Case 2:24-cv-10546-MWF-BFM Document 34-1 Filed 03/21/25 Page 7 of 23 Page
ID #:511

Filed by Stephen Chapman (Plaintiff)

11/18/2024 Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

11/14/2024 Amended Complaint ((1st) (1st))

Filed by Stephen Chapman (Plaintiff)

11/12/2024 Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

11/08/2024 Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

11/05/2024 Notice of Case Reassignment and Order for Plaintiff to Give Notice

Filed by Clerk

11/05/2024 Notice of Case Reassignment and Order for Plaintiff to Give Notice

Filed by Clerk

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 10/30/2024](#)

10/30/2024 Summons (on Complaint)

Filed by Stephen Chapman (Plaintiff)

10/25/2024 Notice of Case Management Conference

Filed by Clerk

10/25/2024 Order to Show Cause Failure to File Proof of Service

Filed by Clerk

10/24/2024 Notice of Rejection of Electronic Filing

Filed by Clerk

10/24/2024 Order on Court Fee Waiver (Superior Court)

Filed by Clerk

10/24/2024 Notice of Case Assignment - Unlimited Civil Case

Filed by Clerk

10/24/2024 Alternative Dispute Resolution Packet

Filed by Clerk

10/24/2024 Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

10/24/2024 Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

10/24/2024 Complaint

Filed by Stephen Chapman (Plaintiff)

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP 10/30/2024](#)

PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Proceedings Held (Proceeding dates listed in descending order)

3/21/25, 2:48 PM Case 2:24-cv-10546-MWF-BFM Document 34-1 Filed 03/21/25 Page 8 of 23 Page ID #:512

03/18/2025 at 08:30 AM in Department 40

Hearing on Motion for Stay of Proceedings - **Not Held - Vacated by Court**

03/13/2025 at 08:30 AM in Department 40, Michael Shultz, Presiding

Case Management Conference - **Not Held - Taken Off Calendar by Party**

03/13/2025 at 08:30 AM in Department 40

Hearing on Motion for Order (Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court (Res ID0065)) - **Not Held - Rescheduled by Party**

02/26/2025 at 08:30 AM in Department 40

Order to Show Cause Re: Failure to File Proof of Service - **Not Held - Vacated by Court**

02/26/2025 at 08:30 AM in Department 40

Case Management Conference - **Not Held - Advanced and Continued - by Court**

01/14/2025 at 3:56 PM in Department 40, Michael Shultz, Presiding

Non-Appearance Case Review

REGISTER OF ACTIONS

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03/13/2025 Hearing on Motion for Order Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court scheduled for 04/29/2025 at 08:45 AM in Stanley Mosk Courthouse at Department 40

03/13/2025 Notice of Ruling; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant)

03/13/2025 Minute Order (Case Management Conference)

03/13/2025 Pursuant to the request of moving party, Hearing on Motion for Order Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court (Res ID: 0065) scheduled for 03/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Rescheduled by Party was rescheduled to 04/29/2025 08:45 AM

03/13/2025 Case Management Conference scheduled for 03/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Taken Off Calendar by Party on 03/13/2025

03/12/2025 Updated -- Motion for Order TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT (Res ID: 0065): Name Extension changed from TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT to TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT (Res ID: 0065)

03/12/2025 Updated -- Reply PLAINTIFF'S REPLY BRIEF TO DEFS' UNTIMELY OPPOSITION (Res ID: 0065): Name Extension changed from PLAINTIFF'S REPLY BRIEF TO DEFS' UNTIMELY OPPOSITION to PLAINTIFF'S REPLY BRIEF TO DEFS' UNTIMELY OPPOSITION (Res ID: 0065)

03/12/2025 Updated -- Opposition DEFENDANTS SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 DECLARATION OF MARC J. SHRAKE (Res ID: 0065): Name Extension changed from DEFENDANTS SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 DECLARATION OF MARC J. SHRAKE to DEFENDANTS SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 DECLARATION OF MARC J. SHRAKE (Res ID: 0065)

03/12/2025 Exhibit List; Filed by: Stephen Chapman (Plaintiff)

03/12/2025 Notice of Lodging NOTICE OF LODGING: DECLARATION OF STEPHEN CHAPMAN; Filed by: Stephen Chapman (Plaintiff)

3/21/25, 2:40 PM Case 2:24-cv-10546-MWF-BFM Document 34-1 Filed 03/21/25 Page 9 of 23 Page ID #:513

03/12/2025 Reply BRIEF REPLY TO DEFENDANT'S SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025; Filed by: Stephen Chapman (Plaintiff)

03/12/2025 Brief CMC BRIEF; Filed by: Stephen Chapman (Plaintiff)

03/12/2025 Updated -- Reply BRIEF REPLY TO DEFENDANT'S SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 (Res ID: 0065): Name Extension changed from BRIEF REPLY TO DEFENDANT'S SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 to BRIEF REPLY TO DEFENDANT'S SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 (Res ID: 0065)

03/11/2025 Opposition DEFENDANTS SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025 DECLARATION OF MARC J. SHRAKE; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant)

03/11/2025 Case Management Statement; Filed by: Stephen Chapman (Plaintiff)

03/06/2025 Reply PLAINTIFF'S REPLY BRIEF TO DEFENDANT'S UNTIMELY OPPOSITION; Filed by: Stephen Chapman (Plaintiff)

02/28/2025 Opposition DEFENDANTS OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, INCLUDING WITHOUT LIMITATION PLAINTIFFS MOTION TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant)

02/25/2025 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff)

02/18/2025 Notice OF IMPROPER REMOVAL AND REQUEST FOR JUDICIAL ACTION; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Raymond Pruitt (Defendant)

01/27/2025 Summons on Complaint (1st); Issued and Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Raymond Pruitt (Defendant)

01/21/2025 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff)

01/14/2025 Case Management Conference scheduled for 03/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

01/14/2025 Minute Order (Non-Appearance Case Review regarding Order to Show Cause Hear...)

01/14/2025 Certificate of Mailing for (Non-Appearance Case Review regarding Order to Show Cause Hear...) of 01/14/2025; Filed by: Clerk

01/14/2025 On the Court's own motion, Order to Show Cause Re: Failure to File Proof of Service scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Vacated by Court on 01/14/2025

01/14/2025 On the Court's own motion, Case Management Conference scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Advanced and Continued - by Court was rescheduled to 03/13/2025 08:30 AM

01/07/2025 Notice of Removal to Federal Court; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant)

01/07/2025 The case is placed in special status of: Stay - Removal to Federal Court

01/06/2025 Motion for Order TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT; Filed by: Stephen Chapman (Plaintiff)

01/06/2025 Notice of Motion; Filed by: Stephen Chapman (Plaintiff)

3/21/25, 2:48:33 PM Case 2:24-cv-10546-MWF-BFM Document 34-1 Filed 03/21/25 Page 10 of 23 Page ID #:514

01/06/2025 Hearing on Motion for Order Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court scheduled for 03/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

01/03/2025 Declaration in support of Second Amended Complaint; Filed by: Stephen Chapman (Plaintiff)

12/28/2024 Hearing on Motion for Stay of Proceedings scheduled for 03/18/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Vacated by Court on 12/28/2024

12/16/2024 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff)

12/05/2024 Answer; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant); As to: Stephen Chapman (Plaintiff)

11/18/2024 Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Date: 11/14/2024; Service Cost: 41.30; Service Cost Waived: No

11/18/2024 Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Cost Waived: No; Service Cost: 40.00; Service Date: 11/14/2024

11/14/2024 Amended Complaint (1st) (1st); Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

11/12/2024 Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Cost Waived: No; Service Cost: 40.00; Service Date: 11/08/2024

11/12/2024 Case reassigned to Stanley Mosk Courthouse in Department 40 - Hon. Michael Shultz effective 11/12/2024; Reason: Inventory Transfer

11/08/2024 Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Date: 11/08/2024; Service Cost: 41.30; Service Cost Waived: No

11/05/2024 Notice of Case Reassignment and Order for Plaintiff to Give Notice; Filed by: Clerk

11/05/2024 Notice of Case Reassignment and Order for Plaintiff to Give Notice; Filed by: Clerk

10/30/2024 Summons on Complaint; Issued and Filed by: Stephen Chapman (Plaintiff)

10/25/2024 Case Management Conference scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

10/25/2024 Order to Show Cause Failure to File Proof of Service; Filed by: Clerk

10/25/2024 Notice of Case Management Conference; Filed by: Clerk

10/25/2024 Address for Stephen Chapman (Plaintiff) clerical correction

10/25/2024 Updated -- Stephan Chapman (Plaintiff): First Name: Stephan; Last Name: Chapman; Organization Name: blank

10/25/2024 Updated -- Stephen Chapman (Plaintiff): First Name changed from Stephan to Stephen

10/25/2024 Order to Show Cause Re: Failure to File Proof of Service scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

10/24/2024 Complaint; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

10/24/2024 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

10/24/2024 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

10/24/2024 Alternate Dispute Resolution Packet; Filed by: Clerk

10/24/2024 Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk

10/24/2024 Updated -- Order on Court Fee Waiver (Superior Court): Status Date changed from 10/24/2024 to 10/24/2024 ; Status changed from TP to Signed and Filed

3/21/25, 2:48 PM Case 2:24-cv-10546-MWF-BFM Document 34-1 Filed 03/21/25 Page 11 of 23 Page
ID #:515

10/24/2024 Case assigned to Hon. Anne Richardson in Department 40 Stanley Mosk Courthouse

10/24/2024 Order on Court Fee Waiver (Superior Court); TP by:

EXHIBIT B

FREEMAN MATHIS & GARY, LLP

Marc J. Shrake, SBN 219331
mshrake@fmglaw.com
Kristin A. Ingulsrud, SBN 294532
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Los Angeles, California 90071
T.: 213.615.7000 | F: 833.264.2083

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/13/2025 10:29 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

Attorneys for Defendant Horace Mann
Property and Casualty Insurance Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHEN CHAPMAN,

Plaintiff,

v.

HORACE MANN PROPERTY &
CASUALTY INSURANCE
COMPANY,

Defendant.

Case No. 24STCV27909, REMOVED TO UNITED
STATES DISTRICT COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA,
CASE NO. 2:24-CV-10546-MWF-BFM

Department 40, Honorable Michael Shultz

**NOTICE OF RULING ON PLAINTIFF'S
"MOTION TO STRIKE NOTICE OF
REMOVAL, RECOGNIZE SECOND AMENDED
COMPLAINT AS OPERATIVE PLEADING,
AND REMAND TO STATE COURT"**

Complaint filed: October 24, 2024
Removed: December 6, 2024
Stayed: January 7, 2025

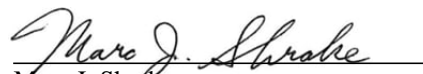
On March 13, 2025, this matter came on for hearing in Department 40 of the captioned Court.
Horace Mann Property and Casualty Insurance Company ("Horace Mann") was represented by Marc
Shrake and Kristin Ingulsrud. Plaintiff Stephen Chapman did not make an appearance.

Horace Mann submitted on the Court's tentative ruling. The tentative ruling is the order of
the Court. A copy of the Court's tentative ruling, which is now the order, is attached as [Exhibit A](#).

Respectfully submitted,

DATED: March 13, 2025

FREEMAN MATHIS & GARY, LLP


Marc J. Shrake

Kristin A. Ingulsrud
Attorneys for Defendant Horace Mann Property
and Casualty Insurance Company

EXHIBIT A

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

Español Tiếng Việt 한국어 中文 հայերեն

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Tentative Rulings

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DEPARTMENT 40 LAW AND MOTION RULINGS

DEPARTMENT 40 - MICHAEL J. SHULTZ - LAW AND MOTION RULINGS

The Court issues tentative rulings on certain motions. The tentative ruling will not become the final ruling until the hearing [see CRC 3.1308(a)(2)]. If the parties wish to submit on the tentative ruling and avoid a court appearance, all counsel must agree and choose which counsel will give notice. That counsel must 1) email Dept 40 by 8:30 a.m. on the day of the hearing (smcdept40@lacourt.org) with a copy to the other party(ies) and state that all parties will submit on the tentative ruling, and 2) serve notice of the ruling on all parties. If any party declines to submit on the tentative ruling, then no email is necessary and all parties should appear at the hearing in person or by Court Call.

Case Number: 21SMCV01425 **Hearing Date:** March 13, 2025 **Dept:** 40

21STCV30922 / 21SMCV01425 Law Offices of Robert R. Shiri, APC v. Lenny K. Dykstra

Thursday, March 13, 2025

[TENTATIVE] ORDER DENYING PLAINTIFF'S REQUEST FOR COURT JUDGMENT

-

Plaintiff alleges claims for breach of contract and common counts to recover fees for legal services rendered to Defendant in an underlying action.

On September 10, 2021, the Hon. David Sotelo ordered this case (the "second case" or "-1425") related to 21STCV30922 Lenny Dykstra v. Robert Shiri designated as the lead case ("lead case" or "-0922"). On January 14, 2022, Judge Sotelo consolidated the related matters for all purposes and required all documents to be filed under 21STCV30922 (the lead matter).

On July 11, 2024, the Hon. Anne Richardson noted that the lead matter was dismissed, and default was not entered in the second case. Justice Richardson scheduled a default prove-up hearing for August 9, 2024.

The court's file in the lead matter indicates that Plaintiff Dykstra filed a request for dismissal on June 22, 2023, which the clerk rejected because the cross complainant did not sign the dismissal. This appears erroneous because a cross-complaint was not filed in the lead matter. The record reflects that a second request for dismissal was filed on June 28, 2023. That request for dismissal was rejected because the clerk noted that a request for dismissal was filed on June 23, 2023. The Court finds that the matter was dismissed on June 23, 2023.

The effect of consolidation for all purposes merges the two actions into a single proceeding under one case number and result in only one verdict or set of findings and one judgment. (*Hamilton v. Asbestos Corp., Ltd.* (2000) 22 Cal.4th 1127, 1147.) Therefore, in *Hamilton*, the defendant filed an answer in the second case (Mitchell II), and thereafter the court consolidated it with Mitchell I. (*Id.* at 1149.) Defendant also participated in the trial of the consolidated matters. (*Id.*) As this was a complete consolidation, the court found that defendant had appeared in Mitchell I although it had not been served in Mitchell I. (*Id.*) Moreover, the court's ruling granting a preference in Mitchell I applied to Mitchell II. (*Id.* at 1148.)

As the two cases here were consolidated into one action on September 10, 2021, the dismissal filed in the lead matter, which for all purposes was the only matter having been merged into a single case, the dismissal filed in the lead matter effectively dismissed the second matter 21SMCV1425.

The lodged documents were filed in the lead matter 21STCV30922 and seeks judgment against Lenny Dykstra in the second matter -1425, although that matter had been consolidated and dismissed with the lead matter -0922. The order of July 11, 2024, scheduling a default prove-up hearing was erroneous because of the dismissal of the consolidated action.

Accordingly, Plaintiff's request for court judgment is denied.

Case Number: 21STCV00023 **Hearing Date:** March 13, 2025 **Dept:** 40

21STCV00023 Orlando Garcia v. Zarco Hotels Incorporated

Thursday, March 13, 2025

[TENTATIVE] ORDER CONTINUING THE HEARING ON DEFENDANT'S MOTION FOR FURTHER ATTORNEY'S FEES

I. BACKGROUND

The complaint, filed on January 24, 2021, alleges that Plaintiff is a disabled person with physical disabilities which affect his mobility. (Complaint, ¶ 1.) Plaintiff alleges he accessed Defendant's hotel reservation website to reserve a room but was not given sufficient information about the accessibility features in Defendant's hotel room to allow Plaintiff to assess whether a given room met Plaintiff's needs. (Complaint, ¶¶ 12-16, 18.) Defendant's website stated only that the Defendant's restaurant was "accessible" which is not enough information for Plaintiff to discern whether the tables, travel paths, or service counter were accessible to him. (Complaint, ¶21.)

While Plaintiff alleged he did not need an exhaustive survey, Plaintiff needed information to assess whether the doorways were at least 32-inches wide, whether the position of the sinks in the hotel room provided enough wheelchair clearance, or alternatively, whether the plumbing beneath the sink was insulated to protect against burning. (Complaint, ¶22.)

Plaintiff alleges he does not require an exhaustive list of accessibility features, however, Defendant should have provided a description of a handful of features with modest detail such as whether the hotel room entrance has 32 inches of clearance; whether there is 30 inches of clearance next to the bed to enable him to get into and out of the bed; whether the desk is at least 27-inches high, 30-inches wide, and runs at least 17-inches deep; whether the toilet seat height is between 17-19 inches and whether grab bars are available; the knee clearance of the restroom sink; the type of shower available; the availability of an in-shower seat, wall-mounted grab bars and a detachable, hand-held shower wand; and whether the wall mounted accessories are within 48 inches in height. (Complaint, 5:18-7:2.)

Plaintiff alleged claims for damages, for injunctive relief, and for violations of the Americans With Disabilities Act and the Unruh Civil Rights Act.

II. ARGUMENTS

Defendant argues that after Plaintiff voluntarily dismissed the action on October 6, 2022, with prejudice, Defendant moved for attorney's fees. On July 11, 2023, the trial court determined that the action was frivolous and awarded Defendant \$57,604.90 in fees as requested. The Court of Appeal affirmed the trial court's ruling. Defendant requests an additional \$109,222.97 in fees incurred in defending the appeal and to prepare this motion. Defendant has been defensively litigating this case for four years. Defendant wishes to be made whole.

In contrast, Plaintiff argues that the appeal was not frivolous; the billing records are not accurate; and the fee request is vague, unintelligible, duplicative, inefficient, and implausible. Fees for this motion are unnecessary.

In reply, Defendant argues that the appeal was frivolous. The records are accurate and reasonable and seeks reimbursement for compensable work. Deductions are not warranted. Any duplication is not unreasonable as they reflect efficient handling of similar cases.

III. LEGAL STANDARDS

A. Attorney's fees may be awarded for work incurred to defend against Plaintiff's appeal.

The court has discretion to allow a reasonable attorney's fee, including litigation expenses, and costs incurred by the prevailing party. As in actions under Title VII of the Civil Rights Act of 1974, a prevailing defendant in an action under 42 U.S.C. § 1983 is entitled to attorney's fees if "the plaintiff's action was frivolous, unreasonable, or without foundation, even though not brought in subjective bad faith" or "that the plaintiff continued to litigate after it clearly became so." (*Hughes v. Rowe* (1980) 449 U.S. 5, 14 ["The plaintiff's action must be meritless in the sense that it is groundless or without foundation."]; *Christiansburg Garment Co. v. Equal Employment Opportunity Commission* (1978) 434 U.S. 412, 422.) A prevailing Defendant may also recover attorney's fees incurred on appeal of decisions from the lower court. (*Morcos v. Board of Retirement* (1990) 51 Cal.3d 924, 927.)

A "frivolous" appeal include those that are "indisputably [without] merit—when any reasonable attorney would agree that the appeal is totally and completely without merit." (*Huang v. Hanks* (2018) 23 Cal.App.5th 179, 182.)

In awarding fees, the court must "avoid *post hoc* reasoning by concluding that, because a plaintiff did not ultimately prevail, his action must have been unreasonable or without foundation." (*Christiansburg* at 421-422 ["Decisive facts may not emerge until discovery or trial. The law may change or clarify in the midst of litigation. Even when the law or the facts appear questionable or unfavorable at the outset, a party may have an entirely reasonable ground for bringing suit."].)

B. The court determines whether the fee request is reasonable.

The court begins with the lodestar, which is the number of hours reasonably spent multiplied by the reasonable hourly rate. (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095.) The court considers a number of factors including "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." (*PLCM Group* at 1096.) The lodestar figure can be adjusted based on the factors specific to the case. (*Id.*; *Mountjoy v. Bank of America, N.A.* (2016) 245 Cal.App.4th 266, 271 ["the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services."].)

To determine a reasonable market rate, "the courts will look to equally difficult or complex types of litigation." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 700.) The "market rate" is generally based on the rates prevalent in the community where the court is located. (*Id.*) The trial court is in the best position to value the services rendered by the attorneys in his or her courtroom for the type of litigation at issue.

The court may rely on his or her own experience and is given broad discretion in calculating reasonable attorney's fees. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 ["The experienced trial judge is the best judge of the value of professional services rendered in his court, and while his judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong."].)

The court has discretion to apply a reduction in hours for duplicative and or excessive billing. Proper factors to consider in applying a reduction are the lack of complexity, that the matter did not go to trial, that name partners were doing work that could have been done by lower-billing attorneys, and that all the attorneys were doing work that could have been done by paralegals. (*Morris v. Hyundai Motor America* (2019) 41 Cal.App.5th 24, 41 [Trial court properly applied a 39 percent reduction of the lodestar].)

Ultimately, the trial court "is the best judge of the value of professional services rendered in its court" and its determination will not be disturbed unless it is "clearly wrong" or there is a "manifest abuse of discretion." (*Akins v. Enterprise Rent-A-Car Co. of San Francisco* (2000) 79 Cal.App.4th 1127, 1134; *Bernardi v. County of Monterey* (2008) 167 Cal.App.4th 1379, 1394.)

IV. ANALYSIS

This court does not engage in *post hoc* reasoning to determine whether Defendant is entitled to a fee award. The court has reviewed the record, including Plaintiff's complaint, Defendant's motion for summary judgment, the trial court's ruling granting Defendant's fee request, and the analysis of Plaintiff's allegations in the complaint by the Court of Appeal in affirming that ruling.

Plaintiff argues that *Morcos* does not apply because the *Morcos* court was not construing the fee statute under the ADA. However, *Morcos* observed it was "settled case law" establishing "the general principle that statutes authorizing attorney fee awards in lower tribunals include attorney fees incurred on appeals of decisions from those lower tribunals." (*Morcos* at 927.) The *Morcos* opinion did not depend on the construction of a particular fee statute.

In granting the full amount requested in Defendant's motion for attorney's fees after Plaintiff dismissed the action, the Hon. Anne Richardson determined that 28 C.F.R. § 36.302 subd. (e)(ii)[1] and the Department of Justice (DOJ) guidance[2] thereon was "more than clear" of the accessibility information required to be disclosed through its reservations service. (M.O. 7.10.23.)

Contrary to the general guidelines provided, Plaintiff's complaint (referenced and cited above) required disclosure of exact inches of clearance provided for doorways, beds, showers, toilet and sinks in the hotel room and the restaurant, although Plaintiff also alleged that he did not need an "exhaustive list." (Complaint, ¶ 22.) Plaintiff alleged that this "small list of items are the bare necessities that Plaintiff must know" to access whether the room "works for him." (Complaint, ¶ 23.)

Plaintiff argues that the level of detail required by section 36.302 did not become clear until *Love v. Marriott Hotel Services, Inc.* (9th Cir. 2022) 40 F.4th 1043 was decided. Plaintiff argues that "binding authority" did not exist at the time Plaintiff filed the complaint, and there was a "split of authority" regarding the merits of the claim. (Opp. 3:11-12.) However, as Justice Richardson observed, section 36.302 became effective October 11, 2016, and DOJ Guidance was available March 15, 2011, preceding the filing of this action. (M.O. 7/11/23 at p. 4.) Given the DOJ Guidance explaining what is required to be identified and described regarding a hotel's accessibility features including an example of what constituted an adequate description, Plaintiff's complaint lacked any foundation. *Love* on which Plaintiff relied did not resolve any dispute with regard to a hotel's description of accessibility requirements.

Plaintiff argues that the "agency deference rule" employed by *Love* was considered infirm at the time and has since been overturned by the U.S. Supreme Court. (Opp. 3: fn. 1.) The U.S. Supreme Court determined that in interpreting an ambiguous statute the court must exercise its independent judgment and not "afford binding deference to agency interpretations." (*Loper Bright Enterprises v. Raimondo* (2024) 603 U.S. 369, 372.) The *Loper* court rejected the "presumption that Congress, when it left ambiguity in a statute meant for implementation by an agency, understood that the ambiguity would be resolved, first and foremost, by the agency, and desired the agency (rather than the courts) to possess whatever degree of discretion the ambiguity allows." (*Id.*) A court exercises its independent judgment in determining the meaning of statutory provisions "may as they have from the start -- seek aid from the interpretations of those responsible for implementing particular statutes. (*Id.* at 371.)

The trial court's or the appellate court's resort to DOJ Guidance that provided examples of the sufficiency of a Hotel's accessibility disclosure is not at issue. In California, the courts do not regard an agency's interpretation of a statute as binding; rather "the deference that a court must show an agency interpretation of a statute turns on whether the agency has a "comparative interpretive advantage over the courts." (*Capen v. Shewry* (2007) 155 Cal.App.4th 378, 391 [a court may resolve an ambiguity if it is "in as good a position as the [agency], or almost so, to [make the] interpret[ation].")

In *Love*, the court deferred to DOJ's interpretation based on the principle that deference is given to an agency's construction of its own regulation, but not without exercising its independent judgment "into whether the character and context of the agency interpretation entitles it to controlling weight. (*Love* at 1047.)

Regardless of the foregoing, Plaintiff did not challenge the trial court's reliance on DOJ guidelines to determine the adequacy of the Hotel's accessibility information.

Returning to the propriety of fee awards, Plaintiff relies on *Kohler v. Bed Bath & Beyond of California, LLC* (9th Cir. 2015) 780 F.3d 1260 where the U.S. Court of Appeals for the Ninth Circuit determined that the prevailing defendant was not entitled to recover fees because claims regarding maneuvering space "were not clearly resolved by prior case law interpreting the ADA, and therefore, it was reasonable for the Plaintiff to bring suit to resolve those questions." (*Id.* at 1267.)

Kohler, however, is distinguishable because it involved architectural barriers. (*Id.* at 1262.) Plaintiff's complaint expressly alleges Plaintiff "is not claiming that the hotel has violated any construction-related accessibility standard. Instead, this is about the lack of information provided on the hotel's reservation website that would permit plaintiff to determine if there are rooms that would work for him." (Complaint, ¶ 7.)

Plaintiff relies on *Garcia v. Gateway Hotel L.P.* (C.D. Cal., Aug. 4, 2021, No. CV2010752PAGJSX) 2021 WL 4776352 which is not persuasive as it discussed the appropriate standard for an award of costs under Fed. Rules Civ.Proc., rule 54, 28 U.S.C.A. which is not at issue here. In *Garcia* the district court relied on the *Christianburg* standards to deny fees because the court “could not conclude on the record” whether Plaintiff’s claim was frivolous or unreasonable. *Garcia* did not elaborate on the court’s reasoning or whether the reason therefore was the absence of prior binding authority as Plaintiff asserts here (Opp. 3:11-12.)

The court concluded that “[j]ust because Plaintiff’s case was unmeritorious, and other similar cases brought by the same counsel were unmeritorious, does not mean Plaintiff’s FAC in this case was frivolous or unreasonable.” (*Id.* at 2-3.) By the same logic, *Garcia*’s denial of the fee motion does not mean fees should not be awarded here based on the allegations of Plaintiff’s complaint.

Plaintiff’s reliance on *Salinas v. Apple Ten SPE Capistrano, Inc.* (C.D. Cal., Feb. 18, 2021, No. SACV2002379CJCDMX) 2021 WL 3930605 is misplaced. The court denied attorney’s fees because it could not conclude that the complaint was frivolous, vexatious, or unreasonable because there were reasons why Plaintiff might have been entitled to the relief based on the insufficiency of the hotel’s website information. This alone does not persuasively establish that Defendant is not entitled to fees.

Plaintiff raised new claims on appeal that the appellate court did not consider because they were forfeited. (*Id.* at p.12 ¶ 2.) The Court of Appeal noted Plaintiff’s claims were based on the alleged insufficiency of accessibility information provided by the hotel, but the complaint displayed images of the bathroom and alleged that the placement of certain items failed to comply with the ADA, none of which were relevant to the alleged insufficiency of the Defendant’s accessibility information. (*Id.* at 13.) Finally, none of the cases Plaintiff relied upon compelled the conclusion that the trial court abused its discretion (*Id.* at p. 16.)

Finally, Plaintiff argues that Defendant could have filed a motion for sanctions in the appellate court. Plaintiff does not cite any authority requiring Defendant to file a motion for sanctions in the appellate court.

Based on the foregoing, this court finds Plaintiff’s appeal was also frivolous and unreasonable, entitling Defendant to fees incurred for the appeal.

B. The court cannot assess the reasonableness of fees incurred on this record.

Plaintiff filed the Notice of Appeal on August 11, 2023. The court has considered the declarations of Martin H. Orlick and Steven Tubis and the billing records submitted.

Defendant requests fees of \$109,222.97 calculated by subtracting Plaintiff’s payment of \$57,604.90 from the total defense costs of \$166,827.87. This calculation does not establish that the work devoted to the appeal was reasonable. Plaintiff filed a notice of appeal on August 11, 2023. However, Defendant includes detailed billing records beginning July 22, 2021, preceding the commencement of the appeal.

The billing for the appeal commences on August 11, 2023. (.pdf p. 108.) The billing thereafter is not limited to appellate work but includes work related to preparing a proposed judgment and enforcing that judgment (.pdf p. 116, 121-122 for example.) It is Defendant’s responsibility to parse from the billing records the particular work devoted to appeal.

V. CONCLUSION

Because the court cannot determine a reasonable amount of fees, Defendant is ordered to provide a supplemental declaration and prepare a spreadsheet identifying the work done in connection with the appeal only, the particular time spent, the timekeeper, and a total amount of those fees. The court continues this hearing to May 5, 2025, in Department 40 of the Stanley Mosk Courthouse. Defendant is ordered to file the foregoing declaration and spreadsheet 10 court days before the hearing.

[1] “Reservations made by places of lodging” shall “[i]dentify and describe accessible features in the hotels and guest rooms offered through its reservations service in enough detail to reasonably permit individuals with disabilities to assess independently whether a given hotel or guest room meets his or her accessibility needs;” (28 C.F.R. §36.302.)

[2] “... specify that the hotel is accessible and, for each accessible room, to describe the general type of room (e.g., deluxe executive suite), the size and number of beds (e.g., two queen beds), the type of accessible bathing facility (e.g., roll-in shower), and communications features available in the room (e.g., alarms and visual notification devices). Based on that information, many individuals with disabilities will be comfortable making reservations.”

(Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 75 FR 56236-01.)

Case Number: 23STCV29374 Hearing Date: March 13, 2025 Dept: 40

23STCV29374 Antonio Becerra and Guadalupe Becerra v. Roger Anderson, Trustee, et al.

[TENTATIVE] ORDER CONTINUING MOTION BY DEFENDANT, ROGER ANDERSON, TRUSTEE, TO COMPEL COMPLIANCE WITH DEPOSITION SUBPOENA; REQUEST FOR SANCTIONS

I. BACKGROUND

The complaint filed on December 1, 2023, alleges that on November 25, 2019, Plaintiffs obtained a loan, arranged by Olympia Financial for \$430,000 from lender Roger Anderson, Trustee of the RWA Trust ("Trustee") (the "Loan"). On December 31, 2021, Plaintiffs signed a loan modification agreement ("Modification") which advanced additional funds to Plaintiffs, extended the original note's date of maturity, and increased the principal balance to \$503,478.83. Plaintiffs allege that the lender, Trustee, is not a licensed real estate broker in the state of California, and unlawfully arranged and acted as the lender for the loan modification agreement.

Defendants commenced foreclosure proceedings of the real property located at 1008 Adelante Avenue, Los Angeles, CA 90042 ("Adelante property") once Plaintiffs defaulted on the loan, which forced Plaintiffs to file for bankruptcy. Plaintiffs allege eight causes of action for violations of the California Constitution, elder abuse, and contract- and fraud-claims.

On July 11, 2024, Defendant Trustee filed a cross-complaint against Antonio, Guadalupe, and Arthur Becerra ("Becerras") for fraud, negligent misrepresentation, breach of contract, common counts and for declaratory relief. Cross-complainant alleges that the Becerra Cross-Defendants affirmed that the loan proceeds obtained from the Loan and Modification against the Adelante property were for business purposes only, to be used by the Becerras' business Pure Energy, LLC, for the purpose of flipping homes.

Cross-complainant discovered that the proceeds were used to obtain other loans on the purchase of real property located at 1446 Oak Crest Avenue, South Pasadena ("Oak Crest"). However, the loan proceeds were actually used to for the Becerra's personal residence.

II. DISCUSSION

The Trustee's motion at issue here concerns documents subpoenaed and served on Union Bank, not a party in this action, but a Defendant in a separate action bearing Case No. 23STCV20798 Pure Energy 369, LLC v. Union Home Loan ("Pure Energy" action). The Trustee asserts that the Pure Energy action factually overlaps with the facts alleged in this case.

The first amended complaint in Pure Energy alleges that Pure Energy is used by the Becerra family to obtain properties to renovate. The Pure Energy case alleges that in order to obtain a loan for the purchase of the Oak Crest property, which the Becerras intended to use for a home, the Becerras had to obtain a loan against the Adelante property (at issue in this action), which was the Becerras' primary residence. The Pure Energy action involves another loan secured by real property located at 5206 Raphael Street, Los Angeles and owned by Pure Energy.

The court's file in this matter does not reflect that any party filed a Notice of Related Cases to relate this action to the Pure Energy action, filed on August 29, 2023, and now pending in Department 78 of the Stanley Mosk Courthouse. [1]

A pending civil case is related to another pending civil case, or to a civil case that was dismissed with or without prejudice, or to a civil case that was disposed of by judgment, if the cases: "(1) Involve the same parties and are based on the same or similar claims; (2) Arise from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact; (3) Involve claims against, title to, possession of, or damages to the same property; or (4) Are likely for other reasons to require substantial duplication of judicial resources if heard by different judges." (Cal. Rules of Court, Rule 3.300.)

Accordingly, Plaintiff is ordered to file and serve a Notice of Related Cases in Department 78 and Department 40 for determination of whether this case should be related to the first-filed action in Department 78. Plaintiff shall comply with Cal Rules of Court, Rule 3.300 and serve all parties in those cases (Cal. Rules of Court, Rule 3.300.)

The hearing on this motion is continued to March 27, 2025, at 8:30 a.m. in Department 40 of the Stanley Mosk Courthouse pending Department 78's determination of whether the cases should be related and transferred to Department 78.

[1] On December 18, 2024, the Honorable Tiana Murillo related case #24STCV19220 with case # 23STCV20798, after Defendants filed a Notice of Related Case in seeking to relate the two cases.

Case Number: 24STCV27909 Hearing Date: March 13, 2025 Dept: 40

24STCV27909 Stephen Chapman v. Horace Mann Property & Casualty Ins. Company

Thursday, March 13, 2025

[TENTATIVE] ORDER TAKING OFF CALENDAR PLAINTIFF'S MOTION TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT

I. BACKGROUND

The first amended complaint filed on November 14, 2024, alleges that Plaintiff bought an automobile insurance policy from Defendant for a six-month term. Defendant allegedly cancelled the policy improperly for nonpayment although Plaintiff had a credit balance. Plaintiff alleges that Defendant later denied an insurance claim submitted by Plaintiff. Plaintiff alleges claims for breach of contract, insurance bad faith, fraud, negligent and intentional infliction of emotional distress, and for statutory violations.

Defendant answered the first amended complaint on December 5, 2024, and removed the action to federal court on December 6, 2024. Plaintiff first submitted for filing a second amended complaint on December 10, 2024, and again on December 13, 2024, both of which the court rejected on December 19, 2024. (Ex. A to Ntc. Filed 1/7/25.)

II. ARGUMENTS

A. Motion filed January 6, 2025.

Plaintiff moves to strike the notice of removal and for an order recognizing the second amended complaint ("SAC") submitted for filing on December 10, 2024, and for an order remanding this case from federal court to state court. Plaintiff argues that with the filing of the SAC, diversity jurisdiction is destroyed. Defendant failed to file the notice of removal with the state court as required by statute. The court should stay the federal proceedings pending resolution of this motion.

B. Opposition filed February 28, 2025.

In opposition, Defendant argues that this court no longer has jurisdiction because the matter has been removed to the federal court, and only the federal court can remand this case. Defendant does not submit to the jurisdiction of this court. The court does not have jurisdiction to grant the relief requested by Plaintiff. Remand has been denied.

Defendant argues that the motion is without substantive merit because the SAC was submitted for filing after Defendant removed the action. Plaintiff did not seek leave of court to file an amended pleading or meet and confer with Defendant.

C. Reply filed March 6, 2025.

Plaintiff argues that Defendant has engaged in bad-faith procedural gamesmanship to improperly remove this matter to federal court. The opposition is untimely filed. This court has jurisdiction because Plaintiff's motion was filed before Defendant removed the action. Defendant's removal is defective.

III. DISCUSSION

The court has considered Defendant's opposition filed untimely on February 28, 2025. It was due nine court days before the hearing, which was Wednesday, February 26, 2025. (CCP sec 1005 sub. (b).) The court has discretion to consider late papers in favor of the strong policy favoring disposition of the case on the merits. (*Kapitanski v. Von's* (1983) 146 Cal.App.3d 29, 32). "[J]udges are well aware of the unnecessary burdens placed on courts and counsel when strict compliance with local procedural rules results in the expenditure of unnecessary time and money for the preparation of later section 473 motions." Plaintiff has not shown any prejudice arising from the late filing. (*Id.*) Plaintiff was able to file a reply brief, which the court has considered.

The court cannot consider Plaintiff's motion as it lacks jurisdiction to hear it. Defendant complied with the procedural requirements for removal by filing a notice of removal in the federal court, giving notice to all adverse parties, and filing the notice with the clerk of the state court. (28 U.S.C.A. § 1446 (West) subd. (d).) The filing effects removal and "the State court shall proceed no further unless and until the case is remanded." (*Id.*) The state court does not resume jurisdiction until the clerk of the federal district court mails a certified copy of the order of remand to the clerk of the Superior Court. (*Spanair S.A. v. McDonnell Douglas Corp.* (2009) 172 Cal.App.4th 348, 351.)

The court's file reflects that Defendant gave notice in the trial court that the matter was removed to the federal court on December 6, 2024. (Ntc. 1/7/25.) Plaintiff filed this motion on January 6, 2025, after the matter had been removed.

IV. CONCLUSION

Based on the foregoing, Plaintiff's motion is TAKEN OFF CALENDAR.

PROOF OF SERVICE

Stephen Chapman v. Horace Mann Property, et al. / Case No. 24STCV27909

I am over 18 years of age and not a party to this action. I am employed in Los Angeles, California. My business address is 550 S. Hope Street, Suite 2200, Los Angeles, California 90071, my email: connie.spears@fmglaw.com.

On March 13, 2025, I served a copy of the document(s) titled: **NOTICE OF RULING ON PLAINTIFF'S "MOTION TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT"** in the manner described below:

STEPHEN CHAPMAN, IN PRO PER

7917 Selma Avenue 336

Los Angeles, CA 90046

T: 619.550.7543

stefinchapman@outlook.com

- ☒ **(BY MAIL)** I deposited such envelope(s) in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of FREEMAN MATHIS & GARY, LLP and addressed as shown on the attached service list, for collection and delivery by FEDEX to receive said documents, with delivery fees provided for. I am readily familiar with the practices of FREEMAN MATHIS & GARY, LLP for collection and processing of documents for overnight delivery and said envelope(s) will be deposited for receipt by FEDEX on said date in the ordinary course of business.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope(s) to be delivered by hand to the offices of the addressee(s).
- ☒ **(BY E-MAIL)** I caused a copy of the document(s) to be sent from e-mail address connie.spears@fmglaw.com to the person(s) at the email address(es) listed in the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 13, 2025, at Houston, Texas.



Connie Spears

FIRST CLASS MAIL



Freeman
Mathis & Gary LLP

550 South Hope Street, Suite 2200 – Los Angeles, CA 90071

Stephen Chapman, In Pro Per

7917 Selma Avenue, 336
Los Angeles, Ca 90046

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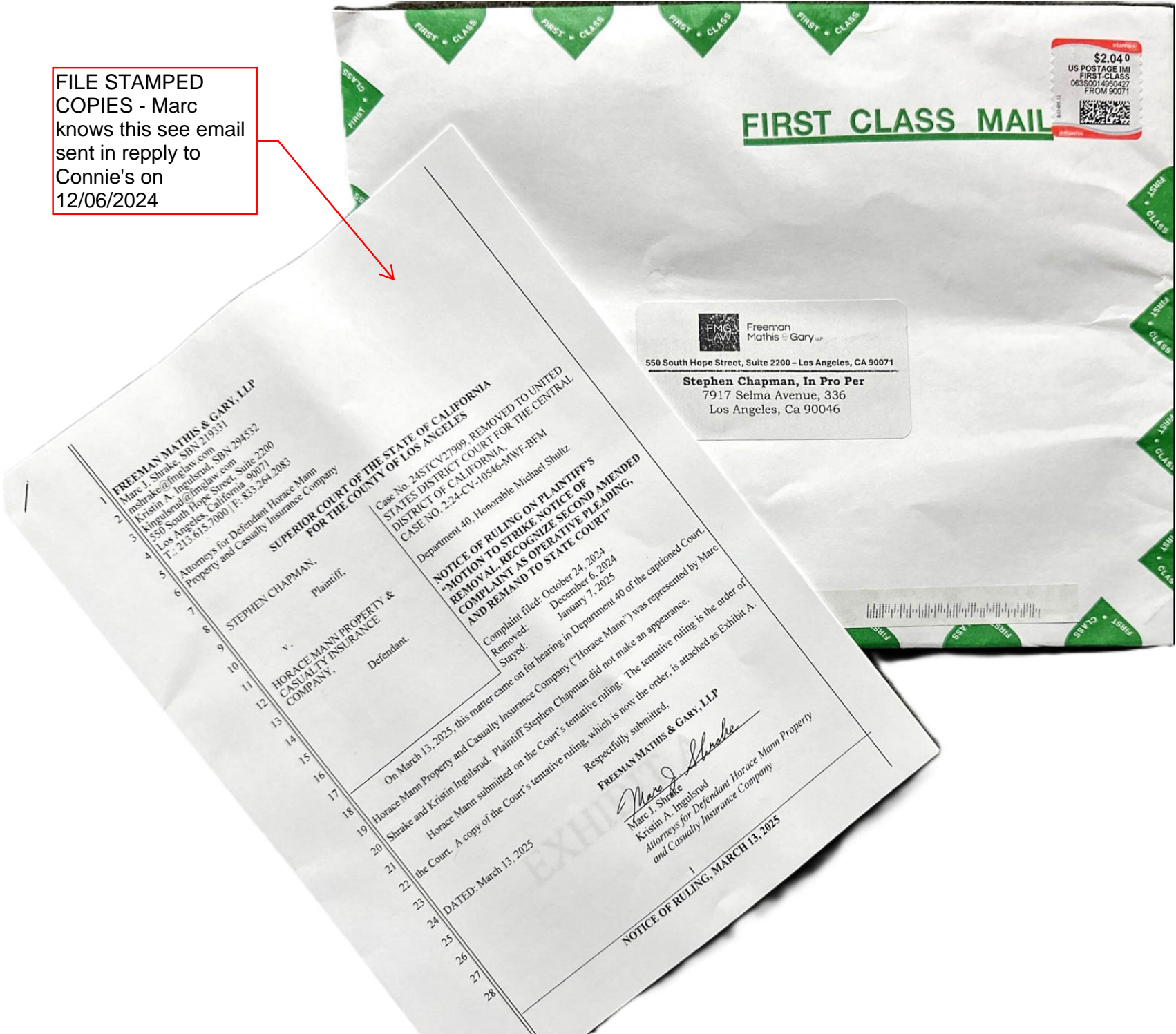


EXHIBIT B

Documented Evidence of Failure to Serve

3/15/25, 5:40 PM

Stephen Chapman v. Horace Mann Property and Casualty Insurance Company (2:24-cv-10546), California Central District Court

Stephen Chapman v. Horace Mann Property and Casualty Insurance Company

California Central District Court

Judge: Michael W Fitzgerald
Referred: Brianna Fuller Mircheff
Case #: 2:24-cv-10546
Nature of Suit 110 Contract - Insurance
Cause 28:1441 Notice of Removal - Breach of Contract

Case Filed: Dec 06, 2024
Case in other court: County of Los Angeles, 24STCV27909

Docket Parties (2)

Last checked: **Monday Jan 20, 2025 1:30 AM PST**

Defendant

Horace Mann Property and Casualty Insurance Company

Represented By

Kristin A Ingulsrud
Freeman Mathis And Gary, LLP
[contact info](#)

Marc J. Shrake
Freeman Mathis And Gary LLP
[contact info](#)

Plaintiff

Stephen Chapman
7917 Selma Ave No 336
Los Angeles, CA 90046

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Attorneys for Defendant Horace Mann Property
and Casualty Insurance Company

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN,

Plaintiff,

v.

HORACE MANN PROPERTY &
CASUALTY INSURANCE
COMPANY,

Defendant,

Case No. 2:24-CV-10546-MWF-BFM
District Judge: Michael W. Fitzgerald

**DEFENDANT'S RULE 26(f)
REPORT**

All like documents with these
false assertions must be
stricken

Scheduling Conference: TBD

State Complaint Filed: October 24, 2024
Removal Filed: December 6, 2024

Def. Didnt even
bother to fill in all 11
causes of action;
guess there wasnt
really a motive there.

see emails click here

Horace Mann Property and Casualty Insurance Company ("Horace Mann")
submits this report under Rule 26(f) of the Federal Rules of Civil Procedure. Horace
Mann submits this report unilaterally due to Plaintiff's refusal to cooperate in this
filing.

a. STATEMENT OF THE CASE

Plaintiff filed a First Amended Complaint ("FAC") with purported causes of
action labeled as follows: (1) Breach of Contract, (2) Bad Faith Denial of
Insurance Benefits, (3) Fraud and Intentional Misrepresentation, (4) Negligent
Misrepresentation, (5) Breach of Fiduciary Duty, (6) Malfeasance, (7)

Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Supplemental Opposition | 117684

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Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Supplemental Opposition | 117684

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CS

Connie Spears<connie.spears@fmglaw.com>

To: You

Cc: Marc J. Shrake; Kristin A. Ingulsrud

2025-03-11 Suppl Oppositio...

260 KB

Reply

Reply all

Forward

Tue 3/11/2025 6:20 PM

Mr. Stephen Chapman, attached for electronic email service, please find the following document:

DEFENDANT’S SUPPLEMENTAL OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, AND PRELIMINARY RESPONSE TO PAPERS SENT BY PLAINTIFF ON MARCH 10, 2025

Thank you,
Connie Spears
Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: 213-615-7046
Email: connie.spears@fmglaw.com
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)

FMG

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Windows taskbar with search bar and various application icons (Edge, File Explorer, Word, etc.)

System tray showing time 9:44 PM and date 3/11/2025

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FREEMAN MATHIS & GARY, LLP
Marc J. Shrake, SBN 219331
mshrake@fmglaw.com
Kristin A. Ingulsrud, SBN 294532
kristin.ingulsrud@fmglaw.com
550 South Hope Street, Suite 2200
Los Angeles, CA 90071
T.: 213.615.7000 | F: 833.264.2083

Attorneys for Defendant Horace Mann Property
and Casualty Insurance Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHEN CHAPMAN,	CASE NO. 24STCV27909
Plaintiff,	Honorable Michael Shultz
	Department 40
v.	ANSWER OF HORACE MA
	CASUALTY INSURANCE C
HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY,	AMENDED COMPLAINT
Defendant,	Complaint filed: October 24, 2
	First Amended Complaint filed
	Trial Date: None

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA

CASE NO.

VS.

PLAINTIFF'S EXHIBIT

DATE

DATE

BY

Deputy Clerk

Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Answer to FAC | 117684

2024-12...FAC.pdf

CS

Connie Spears <connie.spears@fmglaw.com>

To: You

Cc: +2 others

Thu 12/5/2024 4:26 PM

You forwarded this message on Fri 12/6/2024 6:17 PM

2024-12-05 Def Horace Ans...
78 KB

Counsel, attached for electronic email service, please find the following document:

ANSWER OF HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY TO FIRST AMENDED COMPLAINT

Thank you,
Connie Spears
Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: 213-615-7046
Email: connie.spears@fmglaw.com
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)

Mail - Stephen Chapman - Outlook - Personal - Microsoft Edge

https://outlook.live.com/mail/0/deeplink/attachment/AQMkADAwATNiZmYAZC0zOWQ1LTlIZQA...

2025-03-13 Defs Notice of Ruling.pdfDownloadPrintSave to OneDriveHide email

1**FREEMAN MATHIS & GARY, LLP**
Marc J. Shrake, SBN 219331
2mshrake@fmglaw.com
Kristin A. Ingulsrud, SBN 294532
3kingulsrud@fmglaw.com
550 South Hope Street, Suite 2200
4Los Angeles, California 90071
T.: 213.615.7000 | F: 833.264.2083
5
6Attorneys for Defendant Horace Mann
Property and Casualty Insurance Company
7
8**SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES
9
10STEPHEN CHAPMAN,
Plaintiff,
11
12v.
HORACE MANN PROPERTY &
CASUALTY INSURANCE
13COMPANY,
14Defendant.
15
16

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA
CASE NO.
VS.
PLAINTIFF'S EXHIBIT
DATE
DATE
BY
Deputy Clerk

Case No. 24STCV27909, REMOVED TO 1
STATES DISTRICT COURT FOR THE C
DISTRICT OF CALIFORNIA,
CASE NO. 2:24-CV-10546-MWF-BFM

Department 40, Honorable Michael Shultz

**NOTICE OF RULING ON PLAINTIFF'
"MOTION TO STRIKE NOTICE OF
REMOVAL, RECOGNIZE SECOND AI
COMPLAINT AS OPERATIVE PLEAD
AND REMAND TO STATE COURT"**

Complaint filed: October 24. 2024

Stephen Chapman v. Horace Mann Property, et al. |
Case No. 24STCV27909 | Notice of Ruling | 117684

2025-03...uling.pdf

Summary by Copilot

CS

Connie Spears <connie.spears@fmglaw.co
To: You
Thu 3/13/2025 10:05 AM
Cc: +2 others

You replied on Thu 3/13/2025 1:05 PM

2025-03-13 Defs Notice of R...
924 KB

Dear Mr. Stephen Chapman, attached for courtesy
electronic email service, please find the following
document:

**NOTICE OF RULING ON PLAINTIFF'S "MOTION
TO STRIKE NOTICE OF REMOVAL, RECOGNIZE
SECOND AMENDED COMPLAINT AS OPERATIVE
PLEADING, AND REMAND TO STATE COURT"**

Thank you,

180

168

From: [Stephen Chapman](#)
Sent on: Thursday, December 15, 2022 3:43:55 PM
To: [Stephen Chapman](#)
Subject:
Attachments: Horass Insurance - please review.pdf (3.32 MB)



Stephen Chapman BS-HS, PGDip. AA

Medical Device Sales Professional
Anesthesia Critical Care Consultant

Phone [323.493.1564](tel:323.493.1564)

Web www.linkedin.com/in/SCLINQ

Email AnesthesiaResource@outlook.com

Los Angeles | Orange County | San Diego, California

From: [Connie Spears](#)
Sent on: Friday, December 6, 2024 4:23:25 PM
To: stefinchapman@outlook.com
CC: [Kristin A. Ingulsrud](#); [Marc J. Shrake](#)
Subject: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684
Attachments: 2024-12-06 Civil Cover Sheet.pdf (88.79 KB), 2024-12-06 Notice of Removal.pdf (25.86 KB), 2024-12-06 Notice of Interested.pdf (16.1 KB), 2024-12-06 Declaration of Ingulsrud.pdf (1.15 MB), 2024-12-06 SIGNED Dec of Rubin.pdf (692.1 KB)

Mr. Stephen Chapman, attached for electronic email service, please find the following documents:

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
CIVIL COVER SHEET
CERTIFICATE AND NOTICE OF INTERESTED PARTIES
DECLARATION OF KRISTIN INGULSRUD IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441

Hard copies will follow via U.S. Mail.

Thank you
Connie Spears

Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: [213-615-7046](tel:213-615-7046)

Email: connie.spears@fmglaw.com
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U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	_____
VS.	_____
PLAINTIFF'S EXHIBIT	_____
DATE	_____ IDEN.
DATE	_____ EVID.
BY	_____ Deputy Clerk

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Thank you
Connie Spears

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U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO. _____	
VS. _____	
PLAINTIFF'S EXHIBIT _____	
DATE _____	IDEN. _____
DATE _____	EVID. _____
BY _____	
Deputy Clerk	

From: [Connie Spears](#)
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Connie Spears

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From: [Stephen Chapman](#)
Sent on: Monday, December 5, 2022 12:50:44 PM
To: anesthesiaresource@outlook.com
Subject: Dec
Attachments: Chapman Auto Declarations Pages.pdf (2.42 MB)

From: [Stephen Chapman](#)
Sent on: Sunday, March 30, 2025 9:47:01 PM
To: [Stephen Chapman](#)
Subject: Fw: (TEST Replication of Fabrication) Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684
Attachments: Outlook-r1e23tk2.png (2.97 MB)

From: Connie Spears <connie.spears@fmglaw.com>
Sent: Friday, December 6, 2024 4:24 PM
To: stefinchapman@outlook.com <stefinchapman@outlook.com>
Cc: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>; Marc J. Shrake <MShrake@fmglaw.com>
Subject: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684

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Hard copies will follow via U.S. Mail.

Thank you
Connie Spears

Legal Secretary

Freeman Mathis & Gary, LLP

550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631

D: [213-615-7046](tel:213-615-7046)

Email: connie.spears@fmglaw.com

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CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	JDN.
DATE	EVID.
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From: Pruitt, Raymond <Raymond.Pruitt@horacemann.com>
Sent: Wednesday, January 5, 2022 4:12:33 PM
To: Stephen Chapman <stephen__chapman@outlook.com>
Subject: RE: EXTERNAL: Re: Your Horace Mann Personal Auto Insurance Quote

Hi Mr. Chapman. Great news! You have been approved for auto insurance and of course renters insurance did not need an approval. I am putting it together for you and will have it for you to sign electronically. Please let me know if you have any questions.

Ray

Ray Pruitt
office 909-625-5500
fax 909-992-3154
Agent License #0D67347
<https://go.oncehub.com/RayPruitt>

From: Stephen Chapman <stephen__chapman@outlook.com>
Sent: Monday, January 03, 2022 11:37 AM
To: Pruitt, Raymond <Raymond.Pruitt@horacemann.com>
Subject: EXTERNAL: Re: Your Horace Mann Personal Auto Insurance Quote

CAUTION: Sender is from outside the Horace Mann organization. Take caution before opening links/attachments or replying with sensitive data.

this looks great; what are our next steps?

Please note my correct address for your records on this quote.

111 W Pennsylvania Ave Apt 3B
San Diego, CA 92103

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From: Raymond.Pruitt@horacemann.com <Raymond.Pruitt@horacemann.com>
Sent: Monday, January 3, 2022 11:31:55 AM
To: stephen__chapman@outlook.com <stephen__chapman@outlook.com>
Subject: Your Horace Mann Personal Auto Insurance Quote

Horace Mann Email Quote



Your Personal Auto insurance quote is attached and ready for your review! Please feel free to reach out with any questions.

Raymond Pruitt
909-625-5500
Raymond.Pruitt@horacemann.com

Please do not reply to this email. If you have a questions about your account, please log in to your account at horacemann.com and send a secure message. Or, you may call us at 800-999-1030. Please add CustomerCare@horacemann.com to your email address book and/or list of approved email addresses to ensure our communications reach you.

Your privacy is important to us. To see how we protect your information, [view our privacy statement](#).

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Securities offered through Horace Mann Investors, Inc. | Member FINRA | 1 Horace Mann Plaza | Springfield, IL 62715-0001 | 217-789-2500 | horacemann.com

From: [Stephen Chapman](#)
Sent on: Friday, December 6, 2024 6:18:03 PM
To: adam@fernaldlawgroup.com
Subject: FW: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Answer to FAC | 117684
Attachments: 2024-12-05 Def Horace Answer to FAC.pdf (77.34 KB)



Stephen Chapman, B.Sc., AA

Medical Device Sales Manager, Los Angeles CA

C| +1 619-550-7543

E| Stefinchapman@outlook.com

"I have no special talents, I am but only passionately curious."

-Albert Einstein

From: Connie Spears <connie.spears@fmglaw.com>
Sent: Thursday, December 5, 2024 4:27 PM
To: stefinchapman@outlook.com
Cc: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>; Marc J. Shrake <MShrake@fmglaw.com>
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Answer to FAC | 117684

Counsel, attached for electronic email service, please find the following document:

ANSWER OF HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY TO FIRST AMENDED COMPLAINT

Thank you,
Connie Spears

Legal Secretary

Freeman Mathis & Gary, LLP

550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631

D: [213-615-7046](tel:213-615-7046)

Email: connie.spears@fmglaw.com

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From: [Stephen Chapman](#)

Sent on: Friday, January 31, 2025 1:41:52 PM

To: kmm@kbklawyers.com

Subject: Fw: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Courtesy Notice Enclosed
Federal Filings – Jurisdictional Defect & Sanctions Motion

Good afternoon,

See below for your information; shared with implied confidentiality.

Speak soon,

Stephen Chapman

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	IDEN.
DATE	EVID.
BY	Deputy Clerk

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From: Stephen Chapman <stefinchapman@outlook.com>

Sent: Friday, January 31, 2025 1:39:17 PM

To: Connie Spears <connie.spears@fmglaw.com>

Cc: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>; Marc J. Shrake <MShrake@fmglaw.com>

Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Courtesy Notice Enclosed Federal Filings –
Jurisdictional Defect & Sanctions Motion

Dear Ms. Spears,

Council Members - Ms. Ingulsrud, and Mr. Shrake,

I write to formally notify you that I have filed the following motions in the U.S. District Court for the Central District of California, which have been entered onto Judge Fitzgerald's docket:

- 1. PLAINTIFF'S NOTICE OF LACK OF SUBJECT-MATTER JURISDICTION & REQUEST FOR SUA SPONTE DISMISSAL UNDER FRCP 12(H)(3)**
- 2. MOTION TO STRIKE DEFENDANT'S NOTICE OF REMOVAL UNDER FRCP 12(F)**
- 3. MOTION FOR SANCTIONS UNDER FRCP 11**
- 4. CONCURRENT DECLARATIONS**
- 5. NOTICE OF ERRATA**

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	IDEN.
DATE	EVID.
BY	Deputy Clerk

These filings directly challenge the procedural legitimacy of Defendant's removal and expose specific instances of bad faith by your firm in advancing federal proceedings with deliberate disregard for lawful jurisdiction.

State Court Proceedings Are Ongoing

To reiterate, the Los Angeles Superior Court has not ceded jurisdiction, and proceedings remain active and scheduled, including the March 13, 2025, hearing on Plaintiff's Motion to Strike Removal and Recognize the Second Amended Complaint (SAC) as the Operative Pleading.

Your continued pursuit of federal proceedings, despite clear notice of ongoing state litigation, constitutes a blatant violation of 28 U.S.C. § 1446(d) and established removal procedures.

Next Steps & Required Actions

✓ Below are secure links to download courtesy copies of aforementioned federal filings. Once the court endorses them, I will provide stamped copies.

✓ Upon receipt of the endorsed copies, you will be formally served, and Proof of Service will be filed accordingly.

✓ Please confirm receipt of this notice. 👉 👉 👉

Case Management Conference (CMC) Reminder

Additionally, as required by California Rules of Court, Rule 3.724, this email also serves as formal notice of the Case Management Conference (CMC) scheduled in state court as follows:

📅 Date: March 13, 2025

🕒 Time: 8:30 AM

📍 Location: Stanley Mosk Courthouse, Department 40 (Hon. Michael Shultz)

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	IDEN.
DATE	EVID.
BY	Deputy Clerk

In light of the most recent and telling display of the above-described conduct, and pursuant to CRC 3.724, we are required to meet and confer on the CMC no later than February 11, 2025, to discuss:

- Settlement potential
- Discovery and case management plans
- Anticipated motions and trial readiness

I am available for a meet and confer discussion on February 7, 8, or 10 via Zoom or phone—please confirm your availability.

Furthermore, as required by CRC 3.725, our Case Management Statements (Form CM-110) must be filed no later than February 26, 2025.

What to Expect Next

✉ Following this email, but no later by 02/01/2025 you will receive a courtesy email with all CMC-related information to ensure proper compliance with the active state court proceedings.

Should you continue to advance federal proceedings despite the clear lack of jurisdiction, this will be documented in support of my Motion for Sanctions under FRCP 11.

Please confirm receipt of this email and indicate your availability for the meet and confer.

COURTESY COPIES

 [FEDERAL SUPPLEMENT.pdf](#)

 [NOTICE OF PROPER JURISDICTION FEDERAL 01302025.pdf](#)

 [NOTICE OF ERRATA 01302025.pdf](#)

Sincerely,

Stephen Chapman
Plaintiff In Pro Per

"I have no special talents, I am but only passionately curious."

-Albert Einstein

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	IDEN.
DATE	EVID.
BY	Deputy Clerk

From: Connie Spears <connie.spears@fmglaw.com>
Sent: Thursday, December 5, 2024 4:26 PM
To: stefinchapman@outlook.com <stefinchapman@outlook.com>
Cc: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>; Marc J. Shrake <MShrake@fmglaw.com>
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Answer to FAC | 117684

Counsel, attached for electronic email service, please find the following document:

ANSWER OF HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY TO FIRST AMENDED COMPLAINT

Thank you,
Connie Spears

Legal Secretary
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U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
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[Please read this important notice and confidentiality statement](#)

From: [Stephen Chapman](#)
Sent on: Thursday, March 13, 2025 1:05:49 PM
To: [Connie Spears](#)
CC: [Marc J. Shrake](#); [Kristin A. Ingulsrud](#)
Subject: Re: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Notice of Ruling | 117684
Attachments: processed-E8C3874E-CF9F-4B1E-B5F9-8B17196E7DBA.jpeg (616.83 KB)

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From: Connie Spears <connie.spears@fmglaw.com>
Sent: Thursday, March 13, 2025 10:02:54 AM
To: stefinchapman@outlook.com <stefinchapman@outlook.com>
Cc: Marc J. Shrake <MShrake@fmglaw.com>; Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Notice of Ruling | 117684

Dear Mr. Stephen Chapman, attached for courtesy electronic email service, please find the following document:

NOTICE OF RULING ON PLAINTIFF'S "MOTION TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT"

A hard copy will follow via U.S. Mail.

Thank you,
Connie Spears

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U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	_____ IDEN.
DATE	_____ EVID.
BY	_____ Deputy Clerk



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Sent on: Thursday, March 13, 2025 1:05:49 PM
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CC: [Marc J. Shrake](#); [Kristin A. Ingulsrud](#)
Subject: Re: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Notice of Ruling | 117684
Attachments: processed-E8C3874E-CF9F-4B1E-B5F9-8B17196E7DBA.jpeg (616.83 KB)

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CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	IDEN.
DATE	EVID.
BY	Deputy Clerk

From: Connie Spears <connie.spears@fmglaw.com>
Sent: Thursday, March 13, 2025 10:02:54 AM
To: stefinchapman@outlook.com <stefinchapman@outlook.com>
Cc: Marc J. Shrake <MShrake@fmglaw.com>; Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>
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A hard copy will follow via U.S. Mail.

Thank you,
Connie Spears

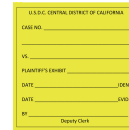
Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: 213-615-7046
Email: connie.spears@fmglaw.com
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U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
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PLAINTIFF'S EXHIBIT	
DATE	IDEN.
DATE	EVID.
BY	Deputy Clerk



AZ | CA | CO | CT | DE | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX | WA
[Please read this important notice and confidentiality statement](#)

From: [Stephen Chapman](#)
Sent on: Wednesday, December 18, 2024 10:08:39 AM
To: [Connie Spears](#)
CC: [Kristin A. Ingulsrud](#); [Marc J. Shrake](#)
Subject: Request to Meet and Confer Regarding Motion to Remand in Chapman v. Horace Mann
Attachments: Outlook-ux25zvpe.png (2.97 MB), Outlook-m5jcolwp.png (2.97 MB), Outlook-q3jaz1e2.png (2.97 MB), Outlook-4qot3lhc.png (2.97 MB), Outlook-blguqinq.png (2.97 MB), Outlook-gie2qwqp.png (2.97 MB), Outlook-nzqigl3l.png (2.97 MB)



Dear Ms. Spears, and Esteemed Counsel,

I am writing to request a meet-and-confer discussion regarding my planned Motion to Remand in **Chapman v. Horace Mann, Case No. 2:24-cv-10546-MWF-BFM**.

I believe the federal court lacks jurisdiction due to **Defendant Raymond Pruitt's California residency** and the forum defendant rule under 28 U.S.C. § 1441(b)(2).

Please let me know your availability for a phone or Zoom meeting within the next few days, as **Local Rule 7-3 requires** us to meet at least **7 days before filing the motion**.

I look forward to discussing this matter with you.

Best regards,

Stephen Chapman, B.Sc., AA
Medical Device Sales Manager, Los Angeles CA
C| +1 619-550-7543
E| Stefinchapman@outlook.com

"I have no special talents, I am but only passionately curious."

-Albert Einstein

From: Connie Spears <connie.spears@fmglaw.com>
Sent: Wednesday, December 11, 2024 1:42 PM
To: stefinchapman@outlook.com <stefinchapman@outlook.com>
Cc: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>; Marc J. Shrake <MShrake@fmglaw.com>
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 2:24-cv-10546 | 117684

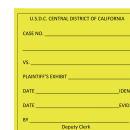
Dear Mr. Chapman, attached for electronic email service, please find the following document: **CIVIL COVER SHEET**

A hard copy will follow via U.S. Mail.



Thank you,
Connie Spears

Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631



D: [213-615-7046](tel:213-615-7046)

Email: connie.spears@fmglaw.com

www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)



Freeman
Mathis & Gary LLP
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[Please read this important notice and confidentiality statement](#)

From: [Connie Spears](#)
Sent on: Monday, January 27, 2025 4:04:10 PM
To: stefinchapman@outlook.com
CC: [Kristin A. Ingulsrud](#); [Marc J. Shrake](#)
Subject: Stephen Chapman v. Horace Mann Property & Casualty Ins. | Case No. 2:24-CV-10546-MWF-BFM | Def's Rule 26(f) Report | 117684
Attachments: 2025-01-27 Defs Rule 26(f) Report.pdf (174.81 KB)

Mr. Stephen Chapman, attached for electronic email service, please find the following document:

DEFENDANT'S RULE 26(f) REPORT

A hard copy will follow via U.S. Mail.

Thank you,
Connie Spears

Legal Secretary

Freeman Mathis & Gary, LLP

550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631

D: [213-615-7046](tel:213-615-7046)

Email: connie.spears@fmglaw.com

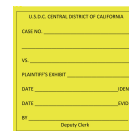
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)



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[Please read this important notice and confidentiality statement](#)



From: [Connie Spears](#)
Sent on: Thursday, December 5, 2024 4:26:33 PM
To: [Stephen Chapman](#)
CC: [Kristin A. Ingulsrud](#); [Marc J. Shrake](#)
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Answer to FAC | 117684
Attachments: 2024-12-05 Def Horace Answer to FAC.pdf (77.34 KB)

Counsel, attached for electronic email service, please find the following document:

ANSWER OF HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY TO FIRST AMENDED COMPLAINT

Thank you,
Connie Spears

Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: 213-615-7046
Email: connie.spears@fmglaw.com
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)

CLERK, DISTRICT COURT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	FILED
DATE	FILED
BY	



**Freeman
Mathis & Gary** LLP
When It Counts

AZ | CA | CO | CT | DE | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX | WA
[Please read this important notice and confidentiality statement](#)

From: [Connie Spears](#)
Sent on: Thursday, December 5, 2024 4:26:33 PM
To: [Stephen Chapman](#)
CC: [Kristin A. Ingulsrud](#); [Marc J. Shrake](#)
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Answer to FAC | 117684
Attachments: 2024-12-05 Def Horace Answer to FAC.pdf (77.34 KB)

Counsel, attached for electronic email service, please find the following document:

ANSWER OF HORACE MANN PROPERTY AND CASUALTY INSURANCE COMPANY TO FIRST AMENDED COMPLAINT

Thank you,
Connie Spears

Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: [213-615-7046](tel:213-615-7046)
Email: connie.spears@fmglaw.com
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)



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[Please read this important notice and confidentiality statement](#)

From: [Connie Spears](#)
Sent on: Friday, February 28, 2025 12:31:39 PM
To: [Stephen Chapman](#)
CC: [Kristin A. Ingulsrud](#); [Marc J. Shrake](#)
Subject: Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909 | Def's Opposition to Motion to Strike Removal | 117684
Attachments: 2025-02-28 Def Horace OPP to Pltf Motion to Strike Removal - State Court.pdf (1.23 MB)

Dear Mr. Stephen Chapman, attached for electronic email service, please find the following document:

DEFENDANT'S OPPOSITION TO FURTHER STATE COURT PROCEEDINGS AFTER REMOVAL TO FEDERAL COURT, INCLUDING WITHOUT LIMITATION PLAINTIFF'S "MOTION TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT"

Thank you,
Connie Spears

Legal Secretary
Freeman Mathis & Gary, LLP
550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631
D: [213-615-7046](tel:213-615-7046)
Email: connie.spears@fmglaw.com
www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)

U.S.D.C. CENTRAL DISTRICT OF CALIFORNIA	
CASE NO.	
VS.	
PLAINTIFF'S EXHIBIT	
DATE	_____ 2025
DATE	_____ 2025
BY	_____ Deputy Clerk



AZ | CA | CO | CT | DE | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX | WA
[Please read this important notice and confidentiality statement](#)

There it is ...

- 1 **d. PARTIES, EVIDENCE, ETC.:** The parties are Stephen Chapman and
2 Horace Mann. Percipient witnesses include Stephen Chapman and Horace
3 Mann personnel with knowledge of the Policy, payment or non-payment of
4 Policy premiums, communications with Plaintiff, and cancellation of the
5 Policy. Horace Mann is wholly owned by Horace Mann Educators
6 Corporation, which is a publicly traded corporation. No other corporation
7 owns 10 percent or more of Defendant's stock. Key documents include the
8 Policy and communications between the Parties.
- 9 **e. DAMAGES:** In addition to benefits from the alleged policy, the FAC seeks
10 compensatory damages and lost wages allegedly caused by the absence of
11 insurance, emotional distress damages, punitive damages, and attorney's fees
12 and costs.
- 13 **f. INSURANCE:** Not applicable.
- 14 **g. MOTIONS:** Horace Mann anticipates filing a Motion for Summary Judgment.
- 15 **h. MANUAL FOR COMPLEX LITIGATION:** Horace Mann does not
16 believe procedures of the Manual for Complex Litigation should be utilized.
- 17 **i. STATUS OF DISCOVERY:** The Parties have not yet engaged in any
18 discovery.
- 19 **j. DISCOVERY PLAN:** Horace Mann will conduct discovery regarding
20 disputed facts relating to the FAC's allegations and evidence related to the
21 legal issues. Horace Mann does not propose any modifications to discovery
22 rules. The Parties have not entered into an e-discovery stipulation but may do
23 so after further discussion. Horace Mann has not identified any discovery
24 disputes. Expert witness discovery is also anticipated.
- 25 **k. DISCOVERY CUTOFF:** Horace Mann proposes October 13, 2025.
- 26 **l. EXPERT DISCOVERY:** Horace Mann recommends that expert disclosures
27 be made as required under Rule 26(a)(2) and that expert discovery close 30
28 days before trial.

CERTIFICATE OF SERVICE

I hereby certify that on January 27, 2025, I electronically filed the foregoing document [**DEFENDANT'S RULE 26(f) REPORT**] with the Clerk of the Court using the CM/ECF system, and that service will be accomplished by the CM/ECF system to all registered participants, including:

STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 stefinchapman@outlook.com	
---	--

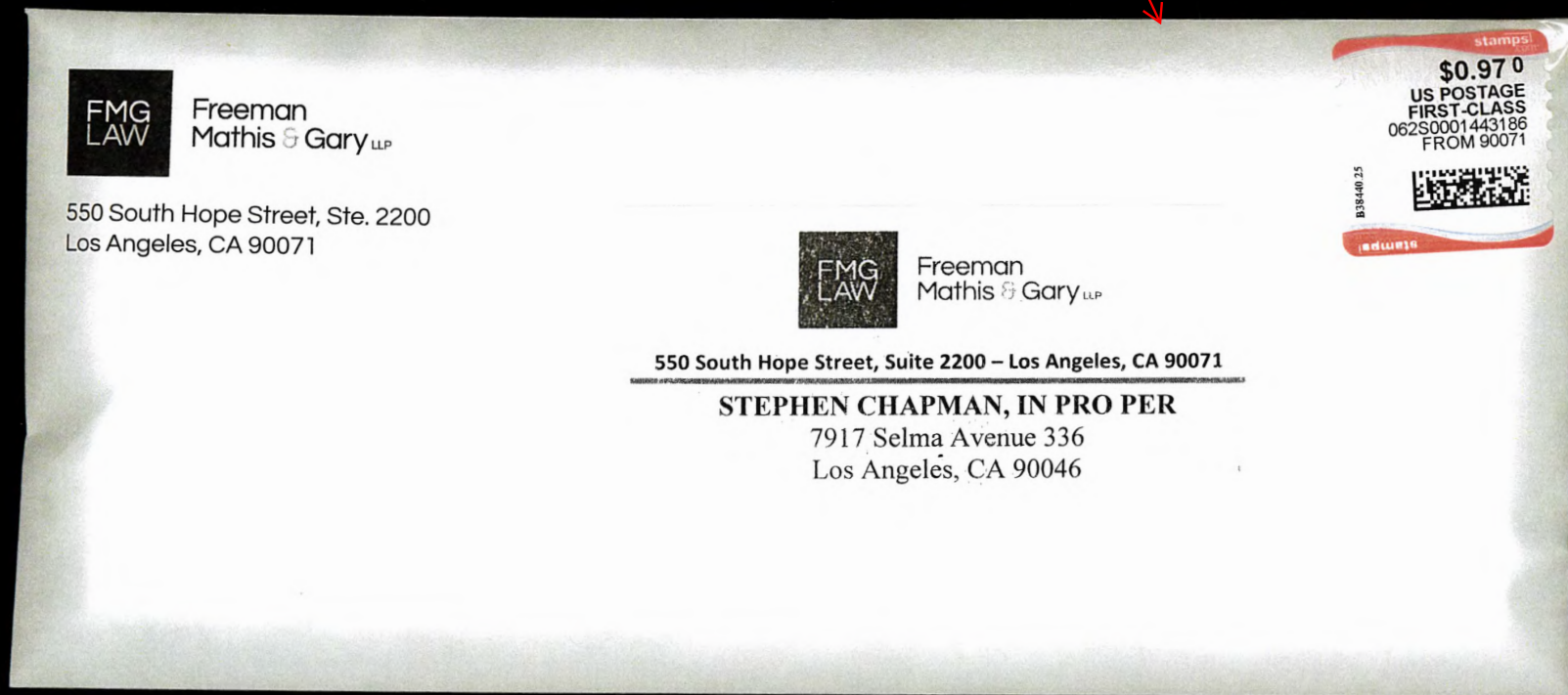
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court whose direction the service was made.

Executed on January 27, 2025, at Houston, Texas.

again - logistically
impossible

/s/ Connie Spears
Connie Spears

allegedly this was mailed to be 44 minutes before it was submitted to the court at 5:08 PM on FRIDAY december 6th 2024 - therefore, no stamped compies were obtained, musch less emailed or mailed.



Exh. B - 26

EXHIBIT C



Legal Name: Horace Mann Property & Casualty Insurance Company
Company Type: P&C Domestic Stock
Domicile: Springfield, Illinois
Parent Company: Horace Mann Educators Corporation
Status: Active
FEIN: 95-2413390
NAIC Code: 300 22756
Incorporated Date: 3/25/1965

Addresses

Corporate Home	Administrative Mailing
1 Horace Mann Plaza Springfield, IL 62715 0001	1 Horace Mann Plaza Springfield, IL 62715

Phone Numbers

Business
(217) 789-2500

[<-- Back to Search Results](#)

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of December, 2024, I served the foregoing document described as **DECLARATION OF KRISTIN A. INGULSRUD IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441; EXHIBITS A-C** via email and U.S. Mail, on the interested parties in this action as follows:

STEPHEN CHAPMAN, IN PRO PER
7917 Selma Avenue 336
Los Angeles, CA 90046
T: 619.550.7543
stefinchapman@outlook.com

We know this is a
false - proven by
insiputable evidence
of the contrary

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

FREEMAN MATHIS & GARY, LLP

Marc J. Shrake, SBN 219331

mshrake@fmglaw.com

Kristin A. Ingulsrud, SBN 294532

kristin.ingulsrud@fmglaw.com

550 Sout Hope Street, Suite 2200

Los Angeles, California 90071

T.: 213.615.7000 | F: 833.264.2083

Attorneys for Defendant Horace Mann Property
and Casualty Insurance Company

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN,

Plaintiff,

v .

HORACE MANN PROPERTY &
CASUALTY INSURANCE
COMPANY,

Defendant,

Case No.
District Judge:

**NOTICE OF INTERESTED
PARTIES PURSUANT TO LOCAL
RULE 7.1-1 AND FRCP RULE 7.1**

State Complaint Filed: October 24, 2024
Removal Filed: December 6, 2024

Defendant Horace Mann Property and Casualty Insurance Company (“Horace Mann”) certifies that it is a non-governmental corporation organized and existing under the State of Illinois, with its principal place of business in Springfield, Illinois. Horace Mann submits the following statement of its corporate interests and affiliations pursuant to Local Rule 7.1-1 and Rule 7.1 of the Federal Rules of Civil Procedure:

The undersigned, counsel of record for Horace Mann, certifies that the following listed parties may have a pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal.

NOTICE OF INTERESTED PARTIES

SEE DEFENDANT'S RULE 26 F
REPORT PAGE 2 SECTION d;
explains the unilateral filing
manuver

Stephen Chapman is a citizen of the State of California and a
resident of Los Angeles County.

2. Defendant Horace Mann Property and Casualty Insurance Company.

The undersigned understands that under Federal Rule of Civil Procedure Rule
7.1, they must promptly file a supplemental statement upon any change in the
information that this statement requires.

Dated: December 6, 2024

FREEMAN MATHIS & GARY, LLP

By: /s/ Kristin Ingulsrud
Marc J. Shrake
Kristin A. Ingulsrud
Attorneys for Defendant
HORACE MANN PROPERTY AND
CASUALTY INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of December, 2024, I served the foregoing document described as **NOTICE OF INTERESTED PARTIES PURSUANT TO LOCAL RULE 7.1-1 AND FRCP RULE 7.1** via email and U.S. Mail, on the interested parties in this action as follows:

STEPHEN CHAPMAN, IN PRO PER
7917 Selma Avenue 336
Los Angeles, CA 90046
T: 619.550.7543
stefinchapman@outlook.com

FAILED TO DISCLOSE BLACKROCK
(~15% OWNER
VANGUARD (~13% OWNER) AND
HORACE MANN'S PRESIDENT AND
SHAREHOLDER ALSO PRESIDENT
OF BCG SECURITIES

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

ALL POS HALE
FROM TEXAS AND
CALIFORNIA AT
THE SAME TIME
AND BY THE SAME
PERSON

Connie Spears

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 40

24STCV27909

**STEPHEN CHAPMAN vs HORACE MANN PROPERTY &
CASUALTY INSURANCE COMPANY**

January 14, 2025

3:56 PM

Judge: Honorable Michael Shultz
Judicial Assistant: Chante' L. Warren
Courtroom Assistant: Annfrancis Solis

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Non-Appearance Case Review regarding Order to Show Cause Hearing and Case Management Conference scheduled for February 26, 2025.

The Court reviews the Case Docket and finds that Proof of Personal Service regarding the Defendant was filed on November 18, 2024.

The Court finds good cause and orders the Order to Show Cause Hearing is placed Off Calendar and Discharged.

"REVIEWS" DOES NOT CONFER,
ADOPT OR VALIDATE

On the Court's own motion, the Order to Show Cause Re: Failure to File Proof of Service scheduled for 02/26/2025 is vacated.

Additionally, the Court reviews the Notice of Removal to Federal Court, filed by the Defendant on January 7, 2025.

On the Court's own motion, the Case Management Conference scheduled for 02/26/2025 is advanced to this date and continued to 03/13/2025 at 08:30 AM in Department 40 at Stanley Mosk Courthouse.

Clerk to give notice.

Certificate of Mailing is attached.

BUT INSTEAD
CONFIRMS MOTION
HEARING

SERVED BY THE
COURT ON BOTH
PARTIES WELL
AFTER THE NOTICE

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to:

District Judge **Michael W. Fitzgerald**
Magistrate Judge **Brianna Fuller Mircheff**

The case number on all documents filed with the Court should read as follows:

2:24-cv-10546 MWF (BFMx)

District judges in the Central District of California refer all discovery-related motions to the assigned magistrate judge pursuant to General Order No. 05-07. Discovery-related motions should be noticed for hearing before the assigned magistrate judge. Please refer to the assigned judges' [Procedures and Schedules](#), available on the Court's website at www.cacd.uscourts.gov/judges-requirements, for additional information.

FAILED TO SERVE ON
UNILATERALLY ADVANCE
PROCEEDINGS

Clerk, U.S. District Court

December 11, 2024
Date

By /s/ Carmen Lujan
Deputy Clerk

ATTENTION

The party that filed the case-initiating document in this case (for example, the complaint or the notice of removal) must serve a copy of this Notice on all parties served with the case-initiating document. In addition, if the case-initiating document in this case was electronically filed, the party that filed it must, upon receipt of this Notice, promptly deliver mandatory chambers copies of all previously filed documents to the newly assigned-district judge. See L.R. 5-4.5. A copy of this Notice should be attached to the first page of the mandatory chambers copy of the case-initiating document.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN

Plaintiff(s)

v.

HORACE MANN PROPERTY AND CASUALTY
INSURANCE COMPANY

Defendant(s).

CASE NUMBER:

2:24-cv-10546-MWF-BFM

**NOTICE TO PARTIES OF
COURT-DIRECTED ADR PROGRAM**

NOTICE TO PARTIES:

It is the policy of this Court to encourage settlement of civil litigation when such is in the best interest of the parties. The Court favors any reasonable means, including alternative dispute resolution (ADR), to accomplish this goal. *See* L.R. 16-15. Unless exempted by the trial judge, parties in all civil cases must participate in an ADR process before trial. *See* L.R. 16-15.1.

The district judge to whom the above-referenced case has been assigned is participating in an ADR Program that presumptively directs this case to either the Court Mediation Panel or to private mediation. *See* General Order No. 11-10, §5. For more information about the Mediation Panel, visit the Court website, www.cacd.uscourts.gov, under “ADR.”

Pursuant to L.R. 26-1(c), counsel are directed to furnish and discuss with their clients the attached ADR Notice To Parties *before* the conference of the parties mandated by Fed.R.Civ.P. 26(f). Based upon the consultation with their clients and discussion with opposing counsel, counsel must indicate the following in their Joint 26(f) Report: 1) whether the case is best suited for mediation with a neutral from the Court Mediation Panel or private mediation; and 2) when the mediation should occur. *See* L.R. 26-1(c).

At the initial scheduling conference, counsel should be fully prepared to discuss their preference for referral to the Court Mediation Panel or to private mediation and when the mediation should occur. The Court will enter an Order/Referral to ADR at or around the time of the scheduling conference.

Clerk, U.S. District Court

December 11, 2024
Date

By /s/ Carmen Lujan
Deputy Clerk

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE TO PARTIES: COURT POLICY ON SETTLEMENT
AND USE OF ALTERNATIVE DISPUTE RESOLUTION (ADR)
Counsel are required to furnish and discuss this Notice with their clients.**

Despite the efforts of the courts to achieve a fair, timely and just outcome in all cases, litigation has become an often lengthy and expensive process. For this reason, it is this Court's policy to encourage parties to attempt to settle their disputes, whenever possible, through alternative dispute resolution (ADR).

ADR can reduce both the time it takes to resolve a case and the costs of litigation, which can be substantial. ADR options include mediation, arbitration (binding or non-binding), neutral evaluation (NE), conciliation, mini-trial and fact-finding. ADR can be either Court-directed or privately conducted.

The Court's ADR Program offers mediation through a panel of qualified and impartial attorneys who will encourage the fair, speedy and economic resolution of civil actions. Panel Mediators each have at least ten years of legal experience and are appointed by the Court. They volunteer their preparation time and the first three hours of a mediation session. This is a cost-effective way for parties to explore potential avenues of resolution.

This Court requires that counsel discuss with their clients the ADR options available and instructs them to come to the initial scheduling conference prepared to discuss the parties' choice of ADR option. The ADR options available are: a settlement conference before the magistrate judge assigned to the case or the magistrate judge in Santa Barbara, the Court Mediation Panel, and private mediation. Counsel are also required to indicate the client's choice of ADR option in advance of the initial scheduling conference. *See* L.R. 26-1(c) and Fed.R.Civ.P. 26(f).

Clients and their counsel should carefully consider the anticipated expense of litigation, the uncertainties as to outcome, the time it will take to get to trial, the time an appeal will take if a decision is appealed, the burdens on a client's time, and the costs and expenses of litigation in relation to the amounts or stakes involved.

Each year thousands of civil cases are filed in this district, yet typically no more than one percent go to trial. Most cases are settled between the parties, voluntarily dismissed, resolved through Court-directed or other forms of ADR, or dismissed by the Court as lacking in merit or for other reasons provided by law.

For more information about the Court's ADR Program, the Mediation Panel, and the profiles of mediators, visit the Court website, www.cacd.uscourts.gov, under "ADR."

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

STEPHEN CHAPMAN

PLAINTIFF(S),

v.

HORACE MANN PROPERTY AND CASUALTY
INSURANCE COMPANY

DEFENDANT(S).

CASE NUMBER:

2:24-cv-10546-MWF-BFM

**Notice to Counsel Re Consent to Proceed
Before a United States Magistrate Judge**

The parties are advised they may consent to proceed before any available magistrate judge participating in the Voluntary Consent to Magistrate Judges Program to conduct all further proceedings in the case pursuant to 28 U.S.C. § 636(c) and Federal Rules of Civil Procedure 73. The consent list and consent form are available on the court's website at <http://www.cacd.uscourts.gov/judges-requirements/court-programs/voluntary-consent-magistrate-judges-program>. To confirm a particular magistrate judge's availability to schedule the trial in the time frame desired by the parties and/or willingness to accommodate any other special requests of the parties, please contact the magistrate judge's courtroom deputy prior to filing the consent.

Since magistrate judges do not handle felony criminal trials, civil trial dates are not at risk of being preempted by a felony criminal trial, which normally has priority. Further, in some cases, the magistrate judge may be able to assign an earlier trial date than a district judge. The parties can select a participating Magistrate Judge from any of the three divisions in the Central District of California. There may be other advantages or disadvantages which you will want to consider.

The plaintiff or removing party must serve this Notice on each named party in the case.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN

PLAINTIFF(S)

v.

HORACE MANN PROPERTY AND CASUALTY
INSURANCE COMPANY

DEFENDANT(S).

CASE NUMBER:

2:24-cv-10546-MWF-BFM

**NOTICE TO FILER OF DEFICIENCIES IN
ATTORNEY CASE OPENING**

PLEASE TAKE NOTICE:

The following problem(s) have been found with your electronically filed document:

12/6/2024 1 Notice of Removal

Date Filed Doc. No. Title of Doc.

ERROR(S) WITH DOCUMENT:

Other Error(s):

Attachment 1 Civil Cover Sheet should be e-filed separately. The event is located under Civil Events Other Filings Miscellaneous Filings.

Clerk, U.S. District Court

Dated: December 11, 2024

By: /s/ Carmen Lujan Carmen.Lujan@cacd.uscourts.gov
Deputy Clerk

– NOTICE TO FILER OF DEFICIENCIES IN ATTORNEY CASE OPENING –

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself <input checked="" type="checkbox"/>)		DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)			
STEPHEN CHAPMAN		HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY			
(b) County of Residence of First Listed Plaintiff <u>Los Angeles</u> (EXCEPT IN U.S. PLAINTIFF CASES)		County of Residence of First Listed Defendant <u>Sangamon, Illinois</u> (IN U.S. PLAINTIFF CASES ONLY)			
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. STEPHEN CHAPMAN, IN PRO PER 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543		Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Freeman Mathis & Gary, LLP Marc Shrake, mshrake@fmglaw.com; Kristin Ingulsrud, kingulsrud@fmglaw.com 550 S. Hope St, Suite 2200, Los Angeles, CA 90071 T: 213-615-7000			
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)			
<input type="checkbox"/> 1. U.S. Government Plaintiff		<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)			
<input type="checkbox"/> 2. U.S. Government Defendant		<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)			
		Citizen of This State PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4			
		Citizen of Another State <input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5			
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> 6			
IV. ORIGIN (Place an X in one box only.)					
<input type="checkbox"/> 1. Original Proceeding <input checked="" type="checkbox"/> 2. Removed from State Court <input type="checkbox"/> 3. Remanded from Appellate Court <input type="checkbox"/> 4. Reinstated or Reopened <input type="checkbox"/> 5. Transferred from Another District (Specify) <input type="checkbox"/> 6. Multidistrict Litigation - Transfer <input type="checkbox"/> 8. Multidistrict Litigation - Direct File					
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check "Yes" only if demanded in complaint.)					
CLASS ACTION under F.R.Cv.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ <u>+75,000</u>					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. §1332					
VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	SOCIAL SECURITY
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 369 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV-71 (06/24)

CIVIL COVER SHEET

Page 1 of 3

FREEMAN MATHIS & GARY, LLP

Marc Shrake, SBN 219331

mshrake@fmglaw.com

Kristin A. Ingulsrud, SBN 294532

kristin.ingulsrud@fmglaw.com

550 S. Hope Street, Suite 2200

Los Angeles, CA 90071

T.: 213.615.7000 | F: 833.264.2083

Attorneys for Defendant

Horace Mann Property

& Casualty Insurance Company

Electronically FILED by
Superior Court of California,
County of Los Angeles

1/07/2025 11:24 AM

David W. Slayton,
Executive Officer/Clerk of Court,
By A. Lopez, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHEN CHAPMAN,

Plaintiff,

v.

HORACE MANN PROPERTY & CASUALTY
INSURANCE COMPANY,

Defendants,

CASE NO.: 24STCV27909

[Assigned for All Purposes to Dept 40,
Hon. Michael Shultz]

**DEFENDANT HORACE MANN
PROPERTY & CASUALTY INSURANCE
COMPANY'S NOTICE OF FILING
NOTICE OF REMOVAL**

Complaint filed: October 24, 2024

Trial Date: None

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 6, 2024, Defendant Horace Mann Property & Casualty Insurance Company filed a Notice of Removal in the United States District Court for the Central District of California. This Notice is provided in compliance with 28 U.S.C. § 1446(d).

///

///

///

2/24/25, 7:41 PM

Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684 - Stephen Chapman - Outl...



Outlook

Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684

From Marc J. Shrake <MShrake@fmglaw.com>

Date Fri 12/6/2024 5:36 PM

To Connie Spears <connie.spears@fmglaw.com>

Cc stefinchapman@outlook.com <stefinchapman@outlook.com>; Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>

By the fabricated timestamp, it appears marc had altered the timestamp below ("18:23") or he is replyinto to the future connie - either way this confirms the Defendant's attempts to Falisify the Federal Record

Please send me file marked copies of everything. I did not receive any notice from the court. Please make sure that I am listed as a lawyer on the case with my email address so that I get everything that's filed. Thank you.

Marc

Marc J Shrake
310-892-3759

Mobile phone communication. Please excuse brevity and typos.

Defendant's attempt to rewrite history to appear compliant. see actual time email from Connie was sent above (4:24 PM) not 6:23 PM as fabricated by Attorney Marc Shrake

On Dec 6, 2024, at 18:23, Connie Spears <connie.spears@fmglaw.com> wrote:

Mr. Stephen Chapman, attached for electronic email service, please find the following documents:

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
CIVIL COVER SHEET
CERTIFICATE AND NOTICE OF INTERESTED PARTIES
DECLARATION OF KRISTIN INGULSRUD IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441
DECLARATION OF MATTHEW RUBIN IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441

without Consent - the FRCP Mandate written consent (consent was filed 1/24/25) see ECF 15.

Hard copies will follow via U.S. Mail.

this was sent with an image of the envelope stuffed containing these documents - however, this occured 44 ninutes prior to submitting documents to the court after 5PM on a Friday

Thank you
Connie Spears

Legal Secretary

Freeman Mathis & Gary, LLP

550 South Hope Street | Suite 2200 | Los Angeles, CA 90071-2631

D: 213-615-7046

Email: connie.spears@fmglaw.com

www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)

2/24/25, 7:41 PM Re: Chapman v. Horace Mann - Notice of Removal plus supporting docs | Central District Court | 117684 - Stephen Chapman - Outl...

<image002.png>

AZ | CA | CO | CT | DE | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX | WA

[Please read this important notice and confidentiality statement](#)

<2024-12-06 Civil Cover Sheet.pdf>

<2024-12-06 Notice of Removal.pdf>

<2024-12-06 Notice of Interested.pdf>

<2024-12-06 Declaration of Ingulsrud.pdf>

<2024-12-06 SIGNED Dec of Rubin.pdf>

File

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ACCO,(BFMx),DISCOVERY,MANADR

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA (Western Division - Los Angeles)

CIVIL DOCKET FOR CASE #: 2:24-cv-10546-MWF-BFM

FEDERAL DOCKET 02012025.pdf

C:\Users\Owner\Downloads\FEDERAL DOCKET 02012025.pdf

File Size: 222.6 KB

Page Size: 21.59 x 27.94 cm

Number of Pages: 3

Words: Count

Title: CM/ECF - California Central District

Subject: Add a category

Keywords: Add Keywords

Author: Add Author

Created: 2/1/2025 4:26 PM

Last Modified: 2/7/2025 1:03 AM

PDF Producer: Skia/PDF m132

PDF Version: 1.6

Application: Mozilla/5.0 (Windows NT 10.0; Win64; x64) ...

and Casualty

Date Filed: 12/06/2024

Jury Demand: None

Nature of Suit: 110 Insurance

Jurisdiction: Diversity

for Mircheff

24STCV27909

of Contract

represented by **Stephen Chapman**

7917 Selma Ave No 336

Los Angeles, CA 90046

619-550-7543

PRO SE

represented by **Kristin A Ingulsrud**

Freeman Mathis and Gary, LLP

550 South Hoper Street Suite 2200

Los Angeles, CA 90071

213-615-7000

Fax: 833-264-2083

Email: kristin.ingulsrud@fmglaw.com

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Not the Address of the Plaintiff's and not the Address on File with the Court

220

208

Case 2:24-cv-10546-MWF-BFM Document 18 Filed 01/30/25 Page 11 of 26 Page ID
2:24-CV-10546-MWF-BFM #:242 01.30.2025

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[Please read this important notice and confidentiality statement](#)

From: Stephen Chapman <stefinchapman@outlook.com>
Sent: Monday, January 27, 2025 1:38 PM
To: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>
Subject: Re: Case No. 2:24-cv-10546 – Plaintiff's Statements
Importance: High

Here The Plaintiff
complies prior to the
2 PM deadline
insisted by the
Defendant

Caution: This email originated from outside of the FMG organization. **Do not click links or open attachments** unless you recognize the sender and know the content is safe.

Dear Kristin,

I hope you are doing well. As discussed, please find attached the Plaintiff's Statements for inclusion in our Rule 26(f) report for Case No. 2:24-cv-10546.

Should you have any questions or require additional information, please feel free to let me know.

Thank you for your cooperation and patience. The only preference I have that comes to mind is that all events be scheduled after March 20th 2025.

Please let me know if you have questions.

Thanks,

Stephen Chapman, B.Sc., AA

Medical Device Sales Manager, Los Angeles CA

C| +1 619-550-7543

E| Stefinchapman@outlook.com

"I have no special talents, I am but only passionately curious."

-Albert Einstein

Page 10 of 25

From: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>
Sent: Monday, January 27, 2025 10:23 AM
To: Stephen Chapman <stefinchapman@outlook.com>
Subject: RE: Case No. 2:24-cv-10546 – Plaintiff's Statements

Good Morning,

I'm not sure if you are referring to the Joint Statement, but if so, that is the document that I have been emailing about for the past couple weeks. Please let me know if I have authority to file the attached document. If you are a registered CM/ECF filer, I can file (with your permission) without your hand-signed signature. If you are not, please sign the "hand signature" version, scan and return.

Please let me know if you want us to file on your behalf by 2 p.m. so that we have time to get it filed today. If you do not intend to participate, please also let me know ASAP because then I need to redo this as a solo filing. Per the court's previous order, this is supposed to be a joint filing. The court has already reprimanded us once for not complying with this order.

Here Counsel tries to pressure me into signing a document written by them and threatens plaintiff with an ultimatum

Kristin A. Ingulsrud

Senior Counsel

Freeman Mathis & Gary, LLP

550 South Hope Street | 22nd Floor | Los Angeles, CA 90071-2631

D: [213-615-7056](tel:213-615-7056) | C: 909-210-2763

Email: kristin.ingulsrud@fmglaw.com

www.fmglaw.com | [Instagram](#) | [Twitter](#) | [Facebook](#)



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2:24-CV-10546-MWF-BFM #:254 01.30.2025

I'll ask my client about stipulating to filing an amended complaint.

Thanks

Defendant agrees to
confer with client and
reply -

Kristin A. Ingulsrud

Senior Counsel

Freeman Mathis & Gary, LLP

550 South Hope Street | 22nd Floor | Los Angeles, CA 90071-2631

D: [213-615-7056](tel:213-615-7056) | C: 909-210-2763

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[Please read this important notice and confidentiality statement](#)

From: Stephen Chapman <stefinchapman@outlook.com>
Sent: Tuesday, January 14, 2025 10:36 PM
To: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>
Subject: Re: Chapman v. Horace Mann - Joint Rule 26(f) Report

Page 22 of 25

Date Sent

223

721

211

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2:24-CV-10546-MWF-BFM #:255 01.30.2025

Caution: This email originated from outside of the FMG organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kristin,

Stipulation proposed by Plaintiff
January 14 - which would help
dictate postions in rule 26 goinf
forward.

Following our conversation I wanted to propose the attached document. Please review and feel free to connect with me tomorrow to discuss.

Thanks,



Stephen Chapman, B.Sc., AA

Medical Device Sales Manager, Los Angeles CA

C| +1 619-550-7543

E| Stefinchapman@outlook.com

"I have no special talents, I am but only passionately curious."

-Albert Einstein

From: Kristin A. Ingulsrud <kristin.ingulsrud@fmglaw.com>
Sent: Monday, January 13, 2025 7:50 PM
To: stefinchapman@outlook.com <stefinchapman@outlook.com>
Subject: Chapman v. Horace Mann - Joint Rule 26(f) Report

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